

PART I: THE MODEL SOLICITATION



OFFICE OF STATE PROCUREMENT

*Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>*

INVITATION FOR BID (IFB)

EMERGENCY STANDBY SERVICES (ESS)

	OPTIONAL	MANDATORY DEADLINE
Solicitation Number	Pre-bid Conference Date & Time	Bid due date and time
00707	10/28/08 at 9:00 AM.	11/19/08 at 2:00 PM.
	RSVP to mmaveri@ga.wa.gov requested but not required	

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<http://www.ga.wa.gov/webs/>

**Bids must be received & stamped on or before
the Bid due date and time at this location:**

**210 11th Avenue SW, Rm. 201, P.O. Box 41017
General Administration Building
Olympia WA 98504-1017**



The GA Enterprise Contracting Team analyzes spending patterns with the goal of effectively leveraging the state's collective buying power. The value proposition is then refined to align with the savings, diversity and environmental goals of the state. The value proposition of this contracting effort is weighted toward achieving the sustainability goals of the state. Extensive stakeholder work is conducted to ensure that contract users receive the goods and services that meet their needs and the best value. Contract Sales compared to off-contract sales are monitored to assess the success of the contract.

BIDDER'S AUTHORIZED OFFER

(*BID SIGNATURE PAGE*)

Emergency Standby Services 00707

Issued by the State of Washington

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
 2. The attached Response is a firm offer for a period of *[120]* days following the Response Due Date specified in the IFB, and it may be accepted by the OSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the *[120]*-day period. In the case of protest, our Response will remain valid for *[180]* days or until the protest and any related court action is resolved, whichever is later.
 3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
 4. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
 5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in *Part II*, if selected as a vendor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in *Part II* of this solicitation.
 6. We **are not** submitting proposed Contract exceptions (see Subsection 1.4, *Contract Requirements*).
- +++++
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation/contract in submitting and fulfilling the offer made in its Bid.
 8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation/contract.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

Bidder Signature

Company Name

Title

Date

CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive. **Any page locations identified are approximations only.**

(MINIMUM REQUIRED SUBMITTALS)

Appendix A: Copy of the Model Solicitation/Contract (Tab A) to include two signed signature pages. (See pg. 99)	<input type="checkbox"/>
Appendix A: Signed Certifications and Assurances Page (Tab A) (See Pg. 2)	<input type="checkbox"/>
Appendix A: Signed "Counterparts" Page (Tab A) (See Pg. 98)	<input type="checkbox"/>
Appendix A: Solicitation Amendments (signed), IF ANY, IT WILL BE RELEASED ON W.E.B.S.	<input type="checkbox"/>
Appendix B: Bidder Profile (Tab B) (See Pg. 100)	<input type="checkbox"/>
Appendix C: Mercury Reduction (Tab C) (See Pg. 103)	<input type="checkbox"/>
Appendix D: (signed) Statement of Understanding (Tab D) (See Pg. 105)	<input type="checkbox"/>
Appendix E: Company Experience (Tab E) (See Pg. 106)	<input type="checkbox"/>
Appendix F: References (Tab F) (See Pg. 109)	<input type="checkbox"/>
Appendix G: Organizational Chart (Tab G) (See Pg. 113)	<input type="checkbox"/>
Appendix H: Key Personnel (Tab H) (See Pg. 114)	<input type="checkbox"/>
Appendix I: Insurance, Proof Of (Tab I) (See Pg. 115)	<input type="checkbox"/>
Appendix J: Alliances & Northwest Alliances (Tab J) (See Pg. 117)	<input type="checkbox"/>
Appendix K: Quality Assurance (Tab K) (See Pg. 119)	<input type="checkbox"/>
Appendix L: Technical Specification / Statement of Work (Tab L) (See Pg. 120)	<input type="checkbox"/>
Appendix M: Not Used. Intentionally Left Blank.	<input type="checkbox"/>
Appendix N: Base Camp Scenario Price Sheet (Tab N) (See Pg. 123)	<input type="checkbox"/>
Appendix O: Debris Scenario Price Sheet (Tab O) (See Pg. 124)	<input type="checkbox"/>
Appendix P: Comprehensive Price Sheet (Tab P) (See Pg. 125)	<input type="checkbox"/>
Not Used	<input type="checkbox"/>

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SOLICITATION OVERVIEW

1.1 ACQUISITION AUTHORITY

The Washington State Department of General Administration (GA), Office of State Procurement (GA or OSP) issues this Invitation for Bid (IFB) acting under the authority of its enabling legislation Revised Code of Washington (RCW) [43.19](#) which establishes GA and regulates the manner in which state agencies may acquire general goods and services.

1.2 STANDARD DEFINITIONS

See Part II, section 14.

1.3 CONTRACT FORMATION

A Bid or Proposal submitted in response to the Solicitation is an offer to contract with the OSP. A Bid or Proposal becomes a contract only when legally awarded and accepted in writing by the OSP. Awards may be single or multiple and/or total/partial.

1.4 MODEL CONTRACT

A Model Contract has been included as *Part II*. *In some instances, the bid document references and links to the Model Contract as opposed to duplicating identical language. This was done protect against the possibility of language inconsistencies.* In addition to the [BIDDER'S AUTHORIZED OFFER](#), bidders must also sign and return the Contract document, Part II, section 15.7 Counterparts, with their Response, without modification or contingency. Any modifications or contingencies submitted by the Bidder will not be accepted. The OSP, at its sole discretion, reserves the right to negotiate improvements to the lowest Responsive, Responsible Bidder's Response.

1.5 SOLICITATION AMENDMENTS

Prior to submittal due date and time, the OSP reserves the right to change portions of this IFB. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the IFB, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement.

1.6 INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

1.7 RIGHT TO CANCEL

The OSP reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

1.8 NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply *Products/Consumables/Equipment/Services* to the state of Washington Customers, neither the OSP nor the Customers are endorsing the Bidder's

Products or Services, nor suggesting that they are the best or only solution to their needs. *See also Part II, section 10.4 NON-ENDORSEMENT AND PUBLICITY of the Model Contract.*

1.9 IN-STATE PREFERENCE/RECIPROCITY

Pursuant to [RCW 43.19.700](#), [RCW 43.19.702](#), [RCW 43.19.704](#) and [WAC 236-48-085](#), the Department of General Administration has established a schedule of percentage increases to be added to Bids and Proposals from Bidders in states that grant a preference to Vendors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.ga.wa.gov/pca/ recip.htm> and apply only to Bids and Proposals received from those states listed.

The appropriate percentage will be added to each Bid or Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Bid or Proposal is accepted and awarded a Contract.

1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subvendor to a Vendor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids and Proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders may contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non MWBE firms as well as MWBE firms.

Bidders who are MWBE or intend to use MWBE Subvendors are encouraged to identify the participating firm on Appendix B Bidder Profile. *See also Part II, section 8.5 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION of the Model Contract.*

SUMMARY OF OPPORTUNITY

2.1 BACKGROUND

This is a new contract for emergency standby service. The State of Washington Military Department, Emergency Management Division has requested a contract for the requirements identified herein.

The Department of General Administration is an internal service organization with an average of 650 FTEs. GA is responsible for a wide variety of services that support supporting the operations of other state agencies and enable them to focus on their core missions. With an average of 650 FTEs, we consider ourselves essential partners providing expertise in support essential services that would otherwise need to be provided by the agencies themselves.

We successfully guide our customers through all operational procurement processes. Being an essential operations partner means that we strive to always come through for our customer; which means we keep the promises we make, we keep them informed on our progress, and we always get the job done according to our promise. By doing our job well and cost effectively, we give our customers more time and resources to do theirs.

2.2 PURPOSE

The purpose of this solicitation is to establish a state contract for the as-needed purchase of Emergency Standby Services; meaning any products/consumables, equipment, services, and training/advising needed for the health or safety of Washington's inhabitants and/or the protection of property, whether it be in preparation/anticipation of or after an emergency/disaster event.

FEMA GRANT REIMBURSEMENT: This solicitation/contract is also designed to comply with federal law and Federal Emergency Management Administration (FEMA) requirements to maximize FEMA grant reimbursement if available. Part II of this document contains contract provisions. FEMA and the State of Washington periodically conduct classes or issue publications on the FEMA requirements necessary for grant reimbursement. These special federal and state provisions are adopted in full and are contained in Part II, section 2 below.

2.3 CONTRACT SCOPE

See Part II, section 1.1 CONTRACT SCOPE of the Model Contract.

2.4 CUSTOMERS

See Part II, section 1.6 CUSTOMERS of the Model Contract.

2.5 CONTRACT TERM

See Part II, section 1.5 Contract Term of the Model Contract.

2.6 ESTIMATED USAGE

See Part II, section 1.4 ESTIMATED USAGE of the Model Contract

2.7 INDEFINITE DELIVERY – INDEFINITE QUANTITY PURCHASES

THIS SECTION IS INTENTIONALLY LEFT BLANK.

2.8 EXPECTED RESULT

OSP seeks to acquire the *equipment, services, and products/consumables necessary for emergency/disaster preparation and/or response* that best meet the state's needs and offers best value.

2.9 AWARD

The solicitation is divided into three categories. They are: Base Camp (BC), Debris Management (D), and Emergency Response (E).

There is no intent is to make a single award in any category. However, the OSP, at its sole discretion, may choose to make a single award or multiple awards within any category. If the OSP elects to make multiple awards, the activity will consider those Bidders whose total score in the evaluation is within 20 % of the highest scoring Bidder's total score. The state cannot know how many companies will be members within this group. The 20 % notwithstanding, the state reserves the right to make up to and including five (5) awards per category. If the 20 percent group is small the state reserves the right to increase the percentage to meet the five vendor threshold. The state will only make additional awards that the state finds to be prudent and in the state's best interest. Being a member of this group only guarantees consideration and not an award.

The state reserves the right to make a single or multiple awards and to make a total or partial award. Example: Assume the solicitation category contains five line items. The state could award all five to a single vendor (single and total award) or to more than a single vendor (multiple and total award). The state could award line items one through three to a single or multiple vendors (partial and single or partial and multiple award). And, award line items four through five to other vendors. Where the division of responsibility is reasonably similar between two or more vendors, their phase I points totals shall act as contact hierarchy. The customer will likely be calling the vendor in response to an actual emergency. Therefore, the customer shall have the sole discretion how long to wait for a vendor response and if the vendor has, at that moment in time, the wherewithal to respond to the customer's needs. If the customer believes the vendor is not fully capable of responding in time and/or substance, the customer may move to the next vendor in the hierarchy.

The OSP also reserves the right to award on an All or Nothing consolidated basis, taking into consideration reduction in administrative costs as well as unit bid prices.

BID TIMELINE

3.1 PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The OSP reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening will be sent electronically to all properly registered users of the Department of General Administration's Washington Electronic Business Solution (WEBS) who downloaded this IFB from WEBS.

Changes to the Procurement Schedule after Bid Opening may be communicated to all bidders reflecting the change.

Projected Schedule of Events:

Date	Time	Event
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10/7/08		Issue Solicitation document (Available for download from www.ga.wa.gov/webs)
10/7/08 – 10/27/08		Question and Answer Period
10/28/08		Bidder Pre-Bid Conference [see section 3.2 for location/directions, etc.]
At all times		Amendment may be issued at any time. Bidders are responsible for checking the website for the status of any bid/bid amendment.
11/19/08		Bids Due
11/20/08		Evaluation begins
1/1/09		Anticipated award date

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract consistent with [RCW 43.19.1911\(8\)](#). At bid due date and time, only the name of the Bidder and time of Bid receipt will be read aloud. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

3.2 PRE-BID CONFERENCE

An OPTIONAL pre-bid conference to address solicitation requirements will be held at the time and location indicated below. If interpretations, specifications, or other changes to the solicitation are required as a result of the conference, the Procurement Coordinator will make amendments to the solicitation and provide those amendments by posting them on WEBS at www.ga.wa.gov/webs.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Office of State Procurement (OSP). Contact the Procurement Coordinator identified on the face page of this Invitation For Bid.

Pre Bid Date: 10/28/08
Pre Bid Time: 9:00 AM (must end by noon)
Pre Bid 00707
Location: GA Building, OSP Bid Room (room 201)

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>

Driving directions and parking information <http://www.ga.wa.gov/campus/parking.htm>

SEE ALSO, OFFICIAL COMMUNICATION AND RELIANCE BELOW.

3.3 BID/PROPOSAL OPENING PROTOCOL

Only the name of the Bidder and the time of receipt are read aloud at the time of the Bid/Proposal opening. The reading does not determine award of the contract, responsibility of the Bidder, or responsiveness of the Bid or Proposal. Bidder attendance at Bid/Proposal openings is not required.

3.4 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, written notification will be sent to all bidders. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file, or obtain specific documents.

3.5 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with Part I, section 10 Protest Procedure.

INSTRUCTIONS TO BIDDERS

This section contains instructions for bidders regarding the preparation and submission of a bid.

4.1 AUTHORIZED COMMUNICATION AND OFFICIAL COMMUNICATION

Upon release of this IFB, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the OSP. Bidders should rely only on official solicitation amendment(s) issued by the Procurement Coordinator.

Procurement Coordinator
GA, Office of State Procurement
210 11th Ave. SW, Rm 201, P.O. Box 41017

Olympia, WA 98504-1017

Michael Maverick
E-mail: mmaveri@ga.wa.gov
Telephone: (360) 902-7430
Alt. (360) 902-7400
FAX: (360) 586-2426

OFFICIAL COMMUNICATION AND RELIANCE: The only official supplemental communication regarding this solicitation will be in the form of a bid amendment (if any). During this opportunity and in an attempt to assist the vendor community, the Office of State Procurement (OSP) may respond to questions. These responses are only informal responses and are not intended to be binding or to supplement or give effect to the solicitation language. Ultimately, the Bidders may only rely on the language of the solicitation and any "official" solicitation amendments issued by OSP after the release of the original solicitation. Bidder's relying on any informal communication does so at their own risk, expense, and peril.

4.2 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Bid due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for Bidder Questions, Comments, and Complaints consistent with section [3.1 Procurement Schedule](#). The solicitation process

may continue. If changes result, official written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

4.3 PETITION FOR EQUIVALENT PRODUCT

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4.4 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative who will be the principal point of contact for the OSP Contract Administrator for the duration of this IFB process. Bidder should complete this section of Appendix B Bidder Profile. *See also Part II, section 3.3 VENDOR SUPERVISION AND COORDINATION of the Model Contract.* See also, Part I, section 8.2.

4.5 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of General Administration's WEBS at <http://www.ga.wa.gov/webs>.
2. Maintaining an accurate Vendor profile in WEBS.
3. Downloading the solicitation consisting of the IFB with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation.

To ensure receipt of all solicitation documents, the IFB for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Bid or Proposal. Bidders and potential bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the IFB from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

4.6 PREPARATION OF BIDS OR PROPOSALS

Due date and time:

Original, signed (in ink), sealed Bids and Proposals must be received as set forth in Part I, section 3.1 *PROCUREMENT SCHEDULE* at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the OSP. If a Bid or Proposal is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

Format:

See also, Part I, section 8, Part I, section 9.5, and the Appendixes for expanded details.

Identification and Delivery:

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Bids should be clearly identified on the outside of the package with the following information to the OSP at the address below:

Bidder's Address	<ul style="list-style-type: none">GA, Office of State Procurement 210 11th Ave. SW, Rm 201, P.O. Box 41017, Olympia, WA 98504- 1017
Solicitation Number	<ul style="list-style-type: none">00707
Opening date and time (deadline to submit bid)	<ul style="list-style-type: none">11/19/08 by 2:00 pm (sharp)
Name of Procurement Coordinator	<ul style="list-style-type: none">Michael Maverick

4.7 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this IFB. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

See also, Part I, Section 8- Bidder's Solicitation Response- Submittals (Including Subsections) For Expanded Details.

The OSP reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Bid or Proposal. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders.

4.8 BIDDER PROFILE

Bidder should complete the Bidder Profile Information in Appendix B Bidder Profile. See also, Part I, section 8.2.

4.9 PAYMENT TERMS

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4.10 BID PRICING

Bid prices must include all cost components for the products/consumables, equipment, or personnel services as described in this Solicitation document. All costs associated with the products/consumables, equipment, or personnel services must be incorporated into the price of the Response to this IFB, unless a specific clause has identified a clear exception to this general rule.

Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The state makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

EXCEPTIONS:

The costs for delivery/shipping, mobilization/demobilization to and from the delivery location may be invoiced as a separate line item. Costs must be reasonable and actual, and Vendor must provide sufficient documentation demonstrating that the costs are not disguised profit or for any other purpose.

The costs for tipping fees may be invoiced as a separate line item. Costs must be reasonable and actual, and Vendor must provide sufficient documentation demonstrating that the costs are not disguised profit or for any other purpose.

4.11 REFERENCES

References will be used to evaluate the bidder's history of performance and will be an award consideration. References are addressed in greater detail in Part I, section 8.6 below.

4.12 ORAL PRESENTATIONS

OSP at its sole discretion may elect to select the top scoring finalists for an oral presentation and final determination of Contract award. The oral presentation includes, but is not limited to: *Proposed work plan, product description, demonstration of Bidder capabilities, etc.*

If OSP elects to hold oral presentations, it will contact the top scoring Bidders to schedule a date, time, and location. Representations made by the Bidder during the oral presentation will be considered binding.

4.13 EQUIPMENT/PRODUCT DEMONSTRATION

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4.14 SITE VISIT

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4.15 WITHDRAWAL OR MODIFICATION OF BID OR PROPOSAL

Bidders are liable for all errors or omissions contained in their Responses.

After Bid/Proposal submittal but prior to Bid/Proposal opening: The Bidder may modify or withdraw his/her Bid or Proposal at any time prior to the due date and time set for Bid/Proposal opening by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder.

After Bid/Proposal opening: No Bid or Proposal shall be altered or amended. The OSP may allow a Bid or Proposal to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract with the State of Washington, may not participate in bidding on the same commodity or service if the solicitation is subsequently reissued by the OSP.

The OSP reserves the right to contact Bidder for clarification of Response contents.

4.16 BID GUARANTEE

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4.17 NONDISCLOSURE/CONFIDENTIALITY AGREEMENT

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4.18 PROPRIETARY OR CONFIDENTIAL INFORMATION

All Bids and Proposals submitted become the property of the State of Washington and a matter of public record, after the contract has been executed.

It is the state's position that the solicitation does not require the Bidder to divulge true proprietary or confidential information. Therefore, the Bidder providing a bid response understands and accepts that all materials delivered to the state, including materials marked "proprietary" or "confidential", may not be honored. Bidders that submit what they believe to be "proprietary" or "confidential" materials do so at their own risk and expense.

The state reserves the right not award and/or to cancel the contract after award if in the state's sole discretion the Vendor's proprietary/confidential claims are inconsistent with the state's interest.

Social Security Number: Please do not include any Social Security Numbers in the bid response.

See also, Part II, section 10.3 PROPRIETARY OR CONFIDENTIAL INFORMATION of the Model Contract.

4.19 SAMPLES

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4.20 DESCRIPTIVE LITERATURE AND CONFLICTS

Bidder may submit with bid, catalogs, and/or literature, and/or latest dated published manufacturer's price lists, and/or cut sheets, and/or other. Descriptive literature shall clearly describe how the product bid is equal in quality, function and performance to the bid specifications herein. Failure to do so may render the bid non-responsive and cause bid to be rejected.

CONFLICTS WITH SOLICITATION: In the event any of the Bidder's response materials, including but not limited to, catalogs, literature, price lists, cut sheets, warranty, or other, the State solicitation's terms and conditions shall prevail over the awarded Bidder's conflicting materials. Should the Bidder receive an award, the award is not an acceptance by the state of the Bidder's conflicting material whether or not the state has knowledge of the conflict.

4.21 TRANSPORTATION COMPANY

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4.22 VENDOR WAREHOUSE

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BIDDER QUALIFICATIONS

5.1 DEALER AUTHORIZATION

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5.2 BIDDER CERTIFICATIONS

If the state requests, the Bidder/Vendor shall produce and provide the required certification documents. Bidder should provide evidence of its status as an authorized product reseller in the Response. If this reseller status is discontinued, Bidder may be disqualified. Bidder must maintain its reseller status for the term and any renewals of the resulting Contract.

Certifications are also addressed in Part I, Section 8 and section 8 subsections.

Certifications are also addressed in Part II, section 5.2 VENDOR CERTIFICATIONS of the Model Contract.

5.3 BIDDER ORGANIZATIONAL CAPABILITIES

Organizational capabilities are also addressed in Part I, Section 8 and section 8 subsections.

5.4 STAFF QUALIFICATIONS

Staff qualifications are also addressed in Part I, Section 8 and section 8 subsections.

Staff qualifications are also addressed in Part II, section 5.4 STAFF QUALIFICATIONS of the Model Contract prior to submitting a Response.

5.5 STAFF CERTIFICATIONS

Certifications are also addressed in Part I, Section 8 and section 8 subsections.

5.6 FEDERAL FUNDING

See related Part II, section 12.8 FEDERAL FUNDING of the Model Contract.

5.7 FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder Authorized Offer page of this IFB with submission of its Bid, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. *See related Part II, section 12.9 FEDERAL RESTRICTIONS ON LOBBYING of the Model Contract.*

5.8 FEDERAL DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this Bid / Proposal, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any Federal department or agency. *See related Part II, section 12.10 FEDERAL DEBARMENT AND SUSPENSION of the Model Contract.*

5.9 USE OF SUBVENDORS

The OSP will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subvenders. Bidder should state whether Subvenders are/are not being used.

If applicable, Bidder should identify all subvenders who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract: Bidder should complete this section of Appendix B Bidder Profile.

The OSP reserves the right to approve or reject any and all Subvenders that Bidder proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#). Bidders should familiarize themselves with the requirements identified in section USE OF SUBVENDORS of the Model Contract prior to submitting a Response.

Subvenders are also addressed in Part I, Section 8 and section 8 subsections.

5.10 BIDDER TECHNICAL REQUIREMENTS

Respond to the following requirements per the instructions in Appendix L- Technical Specifications.

Technical requirements are also addressed in Part I, Section 8 and section 8 subsections.

5.11 WARRANTY REQUIREMENTS

[*See Part II, Section 9.3 Product Warranty of the Model Contract*](#)

Bidder may submit a copy of warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the warranty.

Bidder will indicate firm name, address, telephone, and responsible individual regarding warranty and repair service on Appendix B Bidder Profile.

5.12 MERCURY CONTENT AND PREFERENCE

Mercury is addressed in Part I, Section 8 and section 8 subsections.

SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

6.2 POST AWARD CONFERENCE

See Part II, section 3.4 POST AWARD CONFERENCE of the Model Contract.

6.3 CONTRACT ADMINISTRATION FEE

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6.4 CONTRACT MANAGEMENT

See part II, section 3.5 CONTRACT MANAGEMENT of the Model Contract

6.5 INSURANCE

The Successful Bidder is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subvendor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. *See Part II, section 11.8 INSURANCE of the Model Contract for a complete description of the specific insurance requirements.*

Insurance is also addressed in Part I, Section 8 and section 8 subsections.

6.6 LIQUIDATED DAMAGES

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6.7 STATEWIDE VENDOR PAYMENT REGISTRATION

See Part II, section 3.8 STATEWIDE VENDOR PAYMENT REGISTRATION of the Model Contract.

6.8 FISCAL/BIENNIAL APPROPRIATION

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6.9 PERFORMANCE GUARANTEE

See Part II, section 5.7 PERFORMANCE GUARANTEE of the Model Contract.

6.10 SALES & SUBVENDOR REPORTS

See Part II, section 3.9 SALES & SUBVENDOR REPORTS of the Model Contract.

6.11 OTHER REQUIRED REPORT(S)

See Part II, section 3.10 OTHER REQUIRED REPORT(S) of the Model Contract.

PRICING (COST FACTORS)

Respond to the following requirements per the instructions in Part I, section 8.14, 8.15, and 8.16.

7.1 PRICING

All pricing shall include the costs of bid preparation, servicing of accounts, and complying with all contractual requirements.

During contract period pricing shall remain firm and fixed for the term of the contract.

Vendor requests for adjustments in pricing will be considered at sole discretion of the OSP only after expiration of the firm and fixed price period (one year initial term, or if during an extension term; then the period of the extension term), and then on a pass through basis only that does not produce a higher profit margin for vendor than that established by the

original contract pricing. NOTE: The Washington Military Department, Emergency Management Division (EMD) is the primary customer on this contract and act as OSP's subject matter experts. OSP will give great weight to EMD's counsel on this contract, especially in the area of adjustments.

7.2 NO BEST AND FINAL OFFER

The OSP reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

7.3 PRICE LIST

Price Lists are addressed in Part I, Section 8 and section 8 subsections.

7.4 PRICE LIST DISCOUNT

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7.5 PRICE SHEET

Prices:

Bidders shall extend unit pricing as required (if required). In the event of an error in the extension of prices, the unit price shall prevail. Prices shall include all associated costs (e.g. customs duties and brokerage or import fees, etc.).

Prices bid are in U.S dollars. Bidder must complete Appendix N, O, and P.

See also, Part I, Section 8 and section 8 subsections.

7.6 TRAINING

Classroom training costs must include all documentation and materials. *See Part II, section 9.9 TRAINING of the Model Contract.*

Training is addressed in Part I, Section 8 and section 8 subsections.

7.7 MISCELLANEOUS EXPENSES

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Bidder.

Notwithstanding the forgoing, the OSP recognizes that there may be additional occasions when the Bidder will be required by the OSP to travel. In such case Customer must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for State employees published by the Washington State Office of Financial Management set forth in the [*Washington State Administrative and Accounting Manual*](#), and not to exceed expenses actually incurred.

7.8 PRICE ADJUSTMENTS

Vendor requests for adjustments in pricing will be considered at sole discretion of the OSP and in accordance with *section 4.3 PRICE ADJUSTMENTS of the Model Contract.*

Vendor requests for adjustments in pricing will be considered at sole discretion of the OSP only after expiration of the firm and fixed price period (three year initial term or if during an extension term then the period of the extension term), and then on a pass through basis

only that does not produce a higher profit margin for vendor than that established by the original contract pricing.

7.9 PRICING NOT SPECIFIED

Where there is no charge or rate for equipment, services, and products/consumables necessary for emergency/disaster preparation and/or response enter N/C (no charge) or zero (0) on the price sheet as applicable. If the Bidder fails to provide a price, the OSP will assume the item is free. If the Bidder states “no charge” for an item in the price sheet, Customer’s will receive that item free for the period represented in the price sheet.

See also, Part I, Section 8 and section 8 subsections.

7.10 COST MODEL

Appendix N, O, and P are the pricing scenarios and pricing sheets that will be evaluated as costs factors in this solicitation.

See also, Part I, Section 8 and section 8 subsections for expanded details.

7.11 COMPLETION OF COST MODEL

The Bidder must follow the instructions set forth below to complete the *Cost Model*, which will be the basis for evaluation of the Financial Response as specified in Part I, Section 8 and section 8 subsections (Appendix N, O, and P). Use the forms detailed in section 8 and section 8 subsections to itemize the costs associated with your proposed equipment, services, and products/consumables necessary for emergency/disaster preparation and/or response.

Instructions See Part I, Section 8 and section 8 subsections for expanded details.

7.12 SALES TAX EXEMPTION (INFORMATIONAL ONLY)

For resale - not subject to Washington State Sales Tax, Reg. #CB 315-001-050-06

Service contract not subject to WA State Sales Tax

Contract subject to sales tax exemption as provided by RCW 82.12. et seq.

7.13 PREVAILING WAGES

HOURS OF LABOR AND PREVAILING WAGES

NOTE: This contract is for Emergency Standby Services and is analogous to “anything we need in our time of need.” Clearly some parts of the performance of this contract will involve Washington’s Prevailing Wage laws. Prospective Bidders need to perform their own investigation and if necessary, make their own inquiry’s with Washington’s Department of Labor and Industries. Labor and Industries generally provides guidance only. Their response, whatever it may be is for your consideration alone and is independent of this solicitation and their response is not a supplemental contract term. The Bidder’s actions based on their understanding of this issue is at the Bidder’s own risk and expense. The Office of State Procurement will not provide any advice or guidance on prevailing wages and is not responsible for the misunderstanding on the part of the Bidder/Awarded Vendor.

This Bid is subject to prevailing wage requirements (reference Chapter 39.12 RCW and WAC 296-127). Wages to be paid workers, laborers or mechanics, pursuant to this contract shall not be less than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed. By submission of a properly signed and completed Bid, Bidder agrees to comply with all provisions of these chapters.

The appropriate labor classifications and prevailing wage rates are identified herein. Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA 98504-4540 (Telephone (360) 902-5334) or the Procurement Coordinator. These wage rates are made part of this contract as though fully set forth herein.

Vocationally handicapped workers, i.e., those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

Prevailing wage requirements do not apply to:

- a) Sole owners and their spouses.
- b) Any partner who owns at least 30% of a partnership.
- c) The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
- d) Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

See also Part II, section 5.9 HOURS OF LABOR AND PREVAILING WAGES of the Model Contract.

7.14 INSTALLATION COST

Installation costs, when requested herein, shall be indicated on the price sheet. The installation portion of this Bid is subject to prevailing wage requirements currently in effect in the State of Washington attached herewith.

7.15 TRADE-IN

THIS SECTION INTENTIONALLY LEFT BLANK.

7.16 SHIPPING TERMS

<i>F.O.B. Origin, freight prepaid and charged back (MODIFIED)</i>	<i>Seller - Pays freight charges and adds to invoice Buyer - Bears freight charges Buyer - Owns goods in transit Buyer Seller - files claims (if any)</i>
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7.17 PRESENTATION OF ALL COST COMPONENTS

All elements of recurring and non-recurring costs must be identified and included in the submittals detailed in Part I, Section 8 and section 8 subsections. This will not include delivery/shipping, mobilization/demobilization costs to and from the delivery location and tipping fees. However, all delivery/shipping, mobilization/demobilization costs and tipping fees must be reasonable for the circumstances and must have clear documentation that demonstrates the Vendor is only billing for actual costs and is not gaining profit disguised as delivery/shipping, mobilization/demobilization, or tipping fee. All other costs such as all administrative fees, maintenance, manuals, documentation, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up/tear down, testing and initial instruction to agency personnel, warranty work, maintenance, are included in the bid price submitted by the Bidder.

BIDDER'S SOLICITATION RESPONSE - SUBMITTALS

This solicitation requires the Bidder to provide bid submittals. A checklist is provided near the beginning of the solicitation as a reminder. The evaluation of some submittals within your bid response package will be pass/fail while others will be scored. Each submittal has a responsiveness component and a responsibility component. **The failure to submit the submittal(s) may cause your bid to be rejected for lack of responsiveness. Failure to meet the material requirements of the submittal (substance, spirit, intent, material aspects, etc.) may cause your bid to be rejected for lack of responsibility. It is important that you submit the bid submittals and it is important that you complete the bid submittals as instructed by the bid/bid submittal.**

Important Reminders:

- The Office of State Procurement (OSP) conducts a solicitation as a one-step process. This office posts solicitations to the vendor community, the vendor community returns a signed solicitation response (120-day firm offer); the state evaluates all solicitation responses in conformity with state procurement rules and makes an award or partial award (if warranted), provided the solicitation is not cancelled.
- The solicitation also contains contract terms that are incorporated by reference and will become the contract upon the state's acceptance by signature of the bidder's response. Unlike other states and other procurement offices, this office does not have a secondary best and final offer process (BAFO) and this office cannot accept material exceptions to the solicitation/contract terms, conditions, and specifications. Unlike other states, in general, this office does not receive offers and then negotiates a contract with contract terms and conditions that are "yet to be determined."
- OSP recommends that you make a bidder inquiry if you are unsure about the process or requirements or have a concern about the solicitation/contract. Inquiries should be made as early in the process as possible so that the state has a reasonable opportunity to consider the question or concern and respond and/or modify the solicitation.
- Once the bid opening date has passed (deadline to submit the bid response), this office cannot post a solicitation amendment or make other material changes.

- If the solicitation requires the Bidder to return a submittal and for the submittal to be completed in a specific way (especially “pass/fail” submittals), you must do so or your bid may be found non-responsive and/or non-responsible.
- Pass/Fail Submittals: After the bid opening (deadline to submit your bid response package), the state cannot consider material deviations or exceptions. CAUTION IS ADVISED: If you make what appear to be deviations or exceptions, your bid may be deemed non-responsive/non-responsible and be rejected.

Form of the submittal:

- The Bidder is required to provide a signed bid response (original response) or it will be found non-responsive. The original response will be used by the Evaluation Coordinator and may act as a back-up to the electronic copy if corrupted or becomes corrupted.
- The Bidder is required to provide an electronic copy of the original response or the bid may be found non-responsive. The electronic copy will be disseminated to the Evaluation Team for scoring purposes. Scores will be based on the electronic copy. The electronic copy should be on compact disc. Please also, refer to the matrix in Part I, Section 9.5 for the form of the electronic file, i.e., Microsoft Word, Microsoft Excel or Adobe Acrobat PDF.
- Conflicts: In the event of a conflict between the hardcopy and the electronic copy, the electronic copy shall control.
- The state anticipates that the bid response will be large and good organization will help the state in the evaluation process.
- Unless otherwise stated, please use standard 12 pt font, no less than one inch borders, and single line spacing is allowed but not required.
- The Bidder may use both sides of the page but if both sides are used this will count as two pages.
- The state is requesting the original response be assembled in its own binder and separated by tabs in an alphabetical order (A, B, C, etc.).
- The tabs are identified below within Part I, section 8 and section 8 subsections.

The submittals fall into four groups. They are:

- Miscellaneous Submittals (phase I)
- Management Submittals (Phase I)
- Technical Submittals (Phase I)
- Price Submittals (Phase I and II)

PHASE I:

MISCELLANEOUS SUBMITTALS: These submittals are usually required (standard) in any solicitation that OSP releases to the public. Specifically, these submittals include the following and the bidder must comply with the following:

8.1 (TAB A) MODEL IFB/CONTRACT
(pass/fail):

Minimum Requirement: Unsigned Bids and Proposals will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid or Proposal (including any amendments posted after release of the original solicitation), such as a signed cover letter.

Preference: The state prefers the Bidder meet the above requirement by:

- Providing a complete copy of the solicitation/contract that includes:
 - "Bidder's Authorized Offer – Certification and Assurances" on or about page 2, signed and dated in ink. And,
 - "Counterparts" located in Part II, section 15.7, signed and dated in ink.
- Providing a complete copy of any solicitation/contract amendment signed and dated in ink by the Bidder.

8.2 (TAB B) BIDDER PROFILE

(Not Scored For Evaluation Purposes But Is Required Before Any Award):

Statement: This submittal is also identified in the solicitation as **Appendix B**.

Requirement: In your bid response package, Bidder should return the Bidder Profile submittal.

8.3 (TAB C) MERCURY REDUCTION

(5 evaluation points maximum / No minimum points are necessary to pass (move forward)):

Statement:

An appendix identified as **Appendix C** is included as a placeholder reminder for these mandatory submittals.

In accordance with [Chapter 70.95M](#), the State of Washington gives priority and preference to the purchase of equipment, supplies, and other products that contain no mercury compounds or components, unless: (a) There is no economically feasible non mercury-added alternative that performs a similar function; or (b) the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. In circumstances where a product without mercury is not available, preference must be given to the purchase of products that contain the least amount of mercury added to the product necessary for the required performance. *Priority and preference, in this case, will be in the form of evaluation points that may lead to an award.*

Bidders shall offer mercury-free products when available. Should mercury-free products not exist, bidders shall offer products with the lowest mercury content available. Bidders shall disclose products that contain added mercury and attach an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the offered product.

Requirement: The Bidder should provide any existing technical data and a written statement pertaining to mercury or a mercury compound added to the product. If the product(s) does not contain mercury or a mercury compound, submit a written statement to that effect attached to bid. The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. The Bidder's statement detailing what products, if any, contain mercury. The technical data submitted, if necessary.
2. The importance of the items that contain mercury (is the product expected to be a high use item).
3. The quantity of mercury in the item.
4. The numbers of the products that contain mercury.
5. Is there a reasonable non-mercury or lower mercury alternative?
6. The risk of contamination if broken.

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the submittal and score the submittal consistent with their values. By example: One evaluator may place a greater value on the fewer number of products containing mercury while another evaluator may place a greater value on the overall impact of the mercury containing product has in relationship to the contract. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

MANAGEMENT SUBMITTALS: Specifically, these submittals include the following and the bidder must comply with the following:

8.4 (TAB D) STATEMENT OF UNDERSTANDING (pass/fail):

Statement:

This submittal is also identified in the solicitation as **Appendix D**.

Research in advance of this solicitation revealed some misunderstanding of Washington procurement solicitations/contracts. Government procurement offices operate at many levels of government, i.e., federal, state, or local. Government procurement offices operate under differing rules. This solicitation becomes the contract upon acceptance by the state (state's signature). Once a contract is formed, it is not intended to be a precursor or a format/framework for the formation of the "real" contract when and if an emergency/disaster occurs in Washington State. This is the contract; the awarded Bidder(s) is required to provide the products/consumables, equipment, and personnel/services accepted by the state, for a price (the Bidder's solicitation response only represents a maximum price), within the stated delivery time, and in conformity with the other contract terms. This contract is established for the benefit of

people within our state should the state believe their resources become (or are becoming) overwhelmed or exhausted. Since the contract is already established, the State of Washington expects the awarded Bidder(s) to respond in our time of need with little or no further required negotiation of the consumables, equipment, personnel/services, delivery times, and etc. already identified and provided for within this contract.

Requirement: Bidder must complete and return the submittal identified as “Statement of Understanding”?

8.5 (TAB E) COMPANY EMERGENCY/DISASTER EXPERIENCE

(15 evaluation points are possible / 5 POINTS minimum is necessary to pass (move forward)):

Statement: An appendix identified as **Appendix E** is included as a placeholder reminder for these mandatory submittals.

Form: Seven (7) page limit (only the first seven pages will be evaluated). Placeholder reminders are not counted as part of the page limit.

Requirement: Describe your company’s experience working with emergency / disaster response. The Bidder should describe the work as separate job events. When describing the individual work event, include:

- The customer (with verified contact information)
- Date of the work
- Location of the work
- The magnitude (description of the scope) and dollar value of the work
- What was the emergency/disaster event that required your company’s involvement, the response time it took your company to mobilize and get the necessary products/consumables, human resources, and equipment to the location and begin the work.
- Was this customer a government entity or private entity
- Whether the work was FEMA grant reimbursable and if the maximum FEMA reimbursement rate was reimbursed by FEMA to the customer
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state’s primary focus/considerations below

Considerations: While the state is not limited in what it can consider, the state’s primary focus is detailed below.

1. How recently the work(s) was performed (recent is preferred over distant).
2. The magnitude of the work(s) that includes the total dollar value (larger is better than small).
3. The overall number of work(s) assignments in response to disasters and emergencies (greater is better than lesser).
4. Whether the work(s) was performed for a government entity versus a private entity (government preferred over private).

5. Whether the work(s) was performed inside or outside the United States (U.S. experience preferred).
6. Whether the work(s) was performed in response to a declared emergency (declared emergencies preferred).
7. The response time it took your company to mobilize and get the necessary product/consumables, human resources, and equipment to the location and begin the work(s) after the customer's authorized order was issued to your company (fast response time preferred).
8. Whether the work(s) was FEMA reimbursable and if the maximum FEMA reimbursement rate was reimbursed by FEMA to the customer (maximum FEMA reimbursement is preferred).

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the submittal and score the submittal consistent with their values. By example: One evaluator may place a greater value on the number of jobs while another evaluator places a greater value on the magnitude of the work and the response times. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

8.6 (TAB F) REFERENCES

(15 evaluation points are possible / 5 points minimum is necessary to pass (move forward)):

Statement: Use the reference form submittal provided by the state. This submittal is also identified in the solicitation as **Appendix F**.

Requirement: The Bidder should provide seven (7) customer references using the reference form contained within this solicitation and provided for this purpose. All references must come from different customer entities; do not provide multiple references for any single customer entity.

The state encourages that four references come from the pool of customers that are identified in (Tab E) Company Emergency/Disaster Experience. The Bidder should also review the considerations below and make sure the submittal is in alignment with and that it addresses the state's primary focus/considerations below.

NOTE: The seven customer references are for responsiveness and evaluation. Washington law allows the state to demand additional references and other information as part of a responsibility analysis. OSP may contact the firms listed in you Part I, section 8.5 submittal or others not listed or submitted by the Bidder.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. Did the reference use and complete the reference form contained within this solicitation?
2. Did the Bidder provide the required number of references?
3. The detail and substance offered by the reference.
4. Does the reference seem to provide a favorable or unfavorable reference?
5. How recently the work(s) was performed (recent preferred over distant).
6. The magnitude of the work(s) that includes the total dollar value (larger is better than small).

7. Whether the work(s) was performed for a government entity versus a private entity (government preferred over private).
8. Whether the work(s) was performed inside or outside the United States (U.S. experience preferred).
9. Whether the work(s) was performed as part of or in response to a declared emergency (declared emergencies preferred).
10. Whether the work(s) was FEMA reimbursable (FEMA reimbursable preferred).

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the reference submittals and score the submittal consistent with their values. By example: One evaluator may place a greater value on recent references while another evaluator places a greater value on the magnitude of the work (difficult / complex). The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

8.7 (TAB G) ORGANIZATIONAL CHART

(5 evaluation points are possible / No minimum points are necessary to pass (move forward)):

Statement: An appendix identified as **Appendix G** is included as a placeholder reminder for these mandatory submittals.

Requirement: Provide an organizational chart identifying people, job titles and job duties. The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. Does the organizational chart appear detailed?
2. Does the chart appear to be of recent origin/revision (up-to-date)?
3. Does the organizational chart list the key people who are offered by the Bidder for the Washington contract?

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the organizational chart submittals and score the submittal consistent with their values. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

8.8 (TAB H) KEY PERSONNEL

(15 evaluation points are possible / 5 points minimum is necessary to pass (move forward)):

Statement: An appendix identified as **Appendix H** is included as a placeholder reminder for these mandatory submittals.

Form: Seven (7) page limit (only the first seven pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Requirement:

- Identify by name and contact information the people utilized in the preparation of the solicitation response and if they are employees of the bidder's company.
- Provide a biographical sketch that includes – education, training, disaster work experience, time frames, etc. – for the key individuals who will perform management duties, supervisory duties, highly specialized technical duties, and any individuals likely to be deployed to Washington and directly managing operations within our state.
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. Experience working with disasters/emergencies.
2. Education and training including any National Incident Management System (NIMS) training.
3. The magnitude of the work with disasters / emergencies.
4. How recent the involvement with disasters /emergencies.
5. How minor or major the role of the key personnel in the emergency/disaster activity.

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the biographical sketches and score the submittal(s) consistent with their values. By example: One evaluator may place a greater value on the overall length of experience while another may place a greater value on the complexity of the work. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

8.9 (TAB I) INSURANCE

(5 evaluation points are possible / no minimum points are necessary to pass (move forward)):

The insurance clause is located in Part II, section 11.8.

Statement: An appendix identified as **Appendix I** is included as a placeholder reminder for these mandatory submittals. A copy of the contract insurance clause has been inserted into Appendix I as an embedded file for convenience purposes.

NOTE: Failing to meet the state's minimum insurance requirements at this point in time will not disqualify your bid. However, no permanent award can be made to any Bidder that does not meet the state's minimums. If your company is officially notified as one of the successful Bidder(s) your company will have 15 calendar days (unless extended by the state in writing) to secure the required insurance or be found non-responsive/non-responsible. And, an award can be lost (cancelled, terminated, suspended) for failure to meet and/or maintain the insurance provision.

Requirement:

- Submit evidence that the company has a current insurance policy that meets or exceeds the insurance requirements specified herein.
- If your insurance coverage exceeds the state's minimum requirement, provide a short summary that identifies and directs our attention to that fact.
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Does the documentation provided by the Bidder demonstrate that their coverage meets or exceeds the contract insurance requirements?
2. The evaluation committee may have little or no insurance expertise. It is important that the documentation be understandable by lay people. The Bidder is permitted to attach a brief document that helps the evaluation committee understand the coverage documentation the Bidder has submitted and how it meets (or does not meet) the insurance requirement.
3. Does the Bidder have other insurance or greater insurance coverage than required by the state? Bidder is permitted to attach a brief document that helps the evaluation committee understand the superior insurance coverage.

Recommendation: The insurance provision contains many requirements. Please don't simply turn this requirement over to the insurance broker. If your company or the broker wishes to submit a bidder inquiry, they may do so. The Bidder is responsible for the accuracy of the submittal and actions of the insurance broker (if used). Please review the broker's input and work. If your company turns this task over to the broker and they fail to meet the objective, it may negatively impact your bid.

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the documentation provided by the Bidder and score the submittal(s) consistent with their values.

8.10 (TAB J) ALLIANCES & NORTHWEST REGIONAL U. S. ALLIANCE PLAN

(10 evaluation points are possible / 5 points minimum is necessary to pass (move forward)):

Form: Five (5) page limit (only the first five pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Statement:

An appendix identified as **Appendix J** is included as a placeholder reminder for these mandatory submittals.

Northwest Regional United States Defined: The **Northwestern United States** comprises the northwestern states, and consistently include the states of Oregon, Washington, Idaho, Montana, and Wyoming. This will also include northern California which is defined for purposes of this

solicitation as: no greater than fifty (50) miles south of U.S. Interstate 80 within the geographic boundary of the State of California. As an example: Kings Beach, California meets the definition and Reno, Nevada does not.

This contract can be used for emergencies and disasters when the state believes state resources are (or are becoming) exhausted or overwhelmed. The State of Washington recognizes that northwest regional assets and northwest regional alliances are critical to the quick and efficient response by the awarded Bidder(s). The state believes that alliances with subvendors, both inside and outside the northwest region, will be necessary to insure that products/consumables, equipment, and human assets are available to meet the contract terms. The state believes the majority of any northwest U. S. subvendor alliances will be created after award.

The Bidder will determine the level of detail that

Requirement: For each requirement below, please explain separately for northwest alliance and other alliances not within the northwest as defined above.

- Identify your plan for establishing subvendor alliances in satisfaction of this contract, especially within the northwestern region United States (northwest) subvendor alliances.
- Identify the number of alliances reasonably necessary to ensure quick, efficient, and complete response.
- Explain the number of human assets (bodies) that you can expect to secure through subvendor alliances.
- Explain the general number and types of equipment/services that can be achieved and provided by using subvendors.
- Explain in detail how long after award it will reasonably take to your company to achieve your alliance plan.
- Explain how the state will know when the alliance plan is achieved and how the state can measure and verify success.
- The Bidder will control the level of detail that they feel comfortable submitting in satisfaction of this particular requirement. However, the Bidder should acknowledge in this solicitation response that the plan offered is a contract commitment and contract requirement should the Bidder be awarded the contract, that failure to timely and substantively complete the plan offered by the Bidder is a material contract breach that could subject the vendor to any action allowed by the contract or law. If not acknowledged in the solicitation response, the Bidder must timely acknowledge the contract commitment before any award will be made to your company (if at all).
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Bidder's acknowledgement that the Bidder understands that the alliance plan and northwest alliance plan offered is a contract commitment and contract requirement upon award.
2. Detail of the plan. Plans that are detailed are preferred over plans that are general.
3. Magnitude of the plan (how many alliances, the number of human assets, the number and types of equipment). Plans that are robust are preferred over plans that are weak.
4. Time it will take the awarded Bidder to implement after award. Short implementation timeframes are preferred.

5. How the state can measure success of the Bidder's alliance and northwest alliance plan. Measures that appear reliable and instill confidence are preferred.

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the alliance and northwest alliance plan offered by the Bidder and score the submittal(s) consistent with their values. By example: One evaluator may place a greater value on length of time to implement the plan while another may place a greater value on the magnitude of the plan. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

Standard: The standard of compliance is reasonableness and the state will determine the substantive and substantial compliance in its sole discretion.

TECHNICAL: Specifically, these submittals include the following and the bidder must comply with the following:

8.11 (TAB K) QUALITY ASSURANCE

(10 evaluation points are possible / 5 points minimum is necessary to pass (move forward)):

Statement: An appendix identified as **Appendix K** is included as a placeholder reminder for these mandatory submittals.

Form: Five (5) page limit (only the first five pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Requirement: The Bidder should provide a detailed description of the quality control and safety measures that will be undertaken in the performance of this contract, e.g., accidental spills, safe and serviceable products/consumables, equipment, avoiding supplying products with short or diminished shelf life, etc.

Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Detail of the Bidder's quality control and safety program (detail is preferred).
2. How robust is the Bidder's quality control and safety program (a robust program is preferred).

Scoring: Each evaluator need not award all possible points to any single Bidder. The evaluator will separately review the Bidder's quality control and safety program and score the submittal(s) consistent with their values. By example: One evaluator may place a greater value on proactive measures versus reactive measures. The individual evaluator scores will be summed to arrive at single score for each Bidder for this part of the evaluation.

8.12 (TAB L) SPECIFICATION / STATEMENT OF WORK

(pass/fail):

CATEGORIES EXPLAINED:

This solicitation is divided into three award categories, i.e., (D) Debris Management, (BC) Base Camp, and (ER) Emergency Resources. Bidder may bid on any one category or multiple categories.

The technical specification is divided into four sections, i.e., General (applicable to all Bidders), Base Camp Category, Debris Management Category, and Emergency Response Category. Example: If bidding on the Debris Management category then the Bidder must complete the “general” portion of the technical specification and the “debris management” portion of the technical specification.

Form: Use the Specification/Statement of Work form submittal provided by the state. This submittal is available as an embedded file in **Appendix L** below.

Statement:

The State of Washington recognizes the Specification / Statement of Work (“specification”) attachment is extremely lengthy.

The attachment contains the following language:

The Specification matrix below is designed to explain the requirement for the General, Base Camp, Debris Management, and Emergency Response Categories and allow the Bidder to “check if as specified” if the Bidder can (and will) fully meet the specification of that particular category without modification. Bidders **MUST BID THE General Category** (and accept all line items) and **MUST BID one or more of the remaining categories** (accept all line items within the category).

IF NOT AS SPECIFIED, do not place a check mark in the “check if as specified” box. On a separate attachment, fully describe why your company can not meet the requirement of that line item. Do not forget to identify the specification line number so the state can match your explanation to the correct specification line. Attach the explanation to the technical specification.

Caution: Material deviations from the state’s requirements may lead to your bid being rejected. Every time your company is unable or unwilling to mark the “check if as specified” box, the risk that your bid will be rejected for lack of responsiveness or responsibility increases.

The specification attachment allows the Bidder to check mark “√” each line specification. The check mark is the Bidder’s acknowledgement that the Bidder can and will comply with the specification if awarded the bid (this is preferred by the state). If the Bidder cannot meet the state’s requirement, the Bidder may offer an alternative for our consideration. However, as stated earlier, the state has the sole discretion to determine if the alternative is suitable and if the alternative constitutes a material deviation (material deviations are not allowed).

FAIL SAFE: The state does not want to disqualify a Bidder simply because the Bidder mistakenly failed to check mark a box. Near the beginning of the specification attachment are fail safe lines that can temporarily act as substitute for a missed box. However, the Bidder will be required to mark (acknowledge) each box or secure the state’s acceptance of the alternative before the Bidder can receive an award (if at all).

Requirement: Complete and return the technical specification attachment in conformity with the rules.

Scoring: This submittal is scored as pass/fail. A failure may lead to bid rejection for lack of responsiveness and/or responsibility.

8.13 (TAB M) THIS SECTION INTENTIONALLY LEFT BLANK

PRICE SUBMITTALS (Phase I): This solicitation is divided into three award categories, i.e., (D) Debris Management, (BC) Base Camp, and (ER) Emergency Resources. Bidder may bid on any one category or multiple categories.

BASE CAMP CATEGORY: In addition to submittals Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12) above, if bidding on the Base Camp category, complete:

(Tab N) Base Camp Scenario and Pricing (Part I, Section 8.14). And,
(Tab P) Comprehensive Price List (Part I, Section 8.16); all parts designated “BC.”

DEBRIS MANAGEMENT CATEGORY: In addition to submittals Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12) above, if bidding on the Base Camp category, complete:

(Tab O) Debris Scenario and Pricing (Part I, Section 8.15). And,
(Tab P) Comprehensive Price List (Part I, Section 8.16); all parts designated “D.”

EMERGENCY RESPONSE CATEGORY: In addition to submittals Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12) above, if bidding on the Base Camp category, complete:

(Tab P) Comprehensive Price List (Part I, Section 8.16); all parts designated “ER.”

8.14 (TAB N) BASE CAMP SCENARIO AND PRICING

(25 evaluation points are possible / no minimum points are necessary to pass (move forward)): *applicable to base camp category bid responses.*

Statement:

Use the Base Camp Scenario form(s) submittal provided by the state. The submittals appear as embedded Word or Excel files in **Appendix N**.

This solicitation includes a Base Camp Scenario. The solicitation requires the Bidder to review the Base Camp Scenario and complete a corresponding pricing sheet. The scenario and corresponding pricing sheet serves three purposes. First, the corresponding pricing sheet will result in a price that can be compared to other Base Camp Category bid responses and will serve as part of the award basis for the award to one or more Bidders in this category. Second, the scenario serves as a bases of comparison to the Bidder’ own Comprehensive Price Sheet (Tab P) for the Base Camp section. After adjusting for the different time frames and other variables, the

data can help the state determine if the Bidder's Comprehensive Price List prices are responsible (fair under the circumstances). Third, after award the state may need Base Camp services. If so, the actual services purchased can be compared against the scenario. After adjusting for variables, it will help the state determine if the costs are fair and reasonable.

Requirement: The Bidder is required to read the Base Camp scenario, the corresponding sections of the technical specification/scope of work, and complete and return the entire Base Camp Scenario - Price Sheet.

Scoring: To determine the lowest evaluation cost, the evaluation coordinator will use the Base Camp Scenario Price Sheet to determine the lowest overall base camp pricing. Incomplete price lists may receive a score of zero. Bidder with the lowest total base camp scenario evaluation cost will receive 25 points. Those bids with a higher evaluation cost shall receive a proportionately fewer number of evaluation points based upon the lowest bid, using the following formula:

Lowest total bid evaluation cost divided by the total bid evaluation cost (bid that is being evaluated) multiplied by number of available points equals assigned cost factor evaluation points. Points will be rounded to three places to the right of the decimal point using standard rounding method.

Sample Calculation

Bidder A = \$300,000

Bidder B = \$330,000

$\$300,000 / \$330,000 = .90 \times 25$ (max points available) = 22.727 (rounded to three places to the right of the decimal point using standard rounding.

Bidder A is the lowest total bid evaluation cost, so it would be assigned the 25 points. Bidder B would be assigned 22.727 points based on the formula above.

8.15 (TAB O) DEBRIS MANAGEMENT SCENARIO AND PRICING

(25 evaluation points are possible / no minimum points are necessary to pass (move forward)): *applicable to debris management category bid responses.*

Statement:

Use the Debris Management Scenario form submittal provided by the state. This submittal is also identified in the solicitation as **Appendix O**.

This solicitation includes a Debris Management Scenario. The solicitation requires the Bidder to review the Debris Management Scenario and complete a corresponding pricing sheet. The scenario and corresponding pricing sheet serves three purposes. First, the corresponding pricing sheet will result in a price that can be compared to other Debris Management Category bid responses and will serve as part of the award basis for the award to one or more Bidders in this category. Second, the scenario serves as a bases of comparison to the Bidder's own Comprehensive Price Sheet (Tab P) for the Debris Management section. After adjusting for the different time frames and other variables, the data can help the state determine if the Bidder's

Comprehensive Price List prices are responsible (fair under the circumstances). Third, after award the state may need Debris Management services. If so, the actual services purchased can be compared against the scenario. After adjusting for variables, it will help the state determine if the costs are fair and reasonable.

Requirement: The Bidder is required to read, complete, and return the entire Debris Management Scenario and Price Sheet.

Scoring: To determine the lowest evaluation cost the evaluation coordinator will use the Debris Management Scenario and Price Sheet to determine the lowest overall debris pricing.

Incomplete price lists may receive a score of zero. Bidder with the lowest total evaluation cost will receive 25 points. Those bids with a higher evaluation cost shall receive a proportionately fewer number of evaluation points based upon the lowest bid, using the following formula:

Lowest total bid evaluation cost divided by the total bid evaluation cost (bid that is being evaluated) multiplied by number of available points equals assigned cost factor evaluation points. Points will be rounded to three places to the right of the decimal point using standard rounding method.

Sample Calculation

Bidder A = \$300,000

Bidder B = \$330,000

$$\$300,000 / \$330,000 = .90 \times 25 \text{ (max points available)} = 22.727 \text{ (rounded to three places to the right of the decimal point using standard rounding.)}$$

Bidder A is the lowest total bid evaluation cost, so it would be assigned the 25 points. Bidder B would be assigned 22.727 points based on the formula above.

PRICE SUBMITTALS (Phase II): Specifically, these submittals include the following:

8.16 (TAB P) COMPREHENSIVE PRICE LIST

(Responsibility Analysis): applicable to all categories.

General Information:

Base Camp Category: Complete Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12), and Tab N (Part I, Section 8.14) and Tab P (Part I, Section 8.16).

Debris Management Category: Complete Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12), and Tab O (Part I, Section 8.15) and Tab P (Part I, Section 8.16).

Emergency Response: Complete Tabs A (Part I, Section 8.1) through L (Part I, Section 8.12) and Tab P (Part I, Section 8.16).

STATEMENT:

Consistent with Part I, section 2.9- Award, the responsive Bidder with the most points and possibly those Bidders within the identified percentage range will move on to the Comprehensive Price List analysis within this section and for award(s) consideration within the category.

The state's position is that Bidders moving into this part of the evaluation are of high caliber and have the wherewithal to effectively carry out the state's terms and conditions. Therefore, the Bidder's earlier score WILL be carried forward but only for purpose of ordering contact hierarchy.

The comprehensive pricing sheet is the primary document that will be referenced by contract customers for the purpose of ordering products/consumables, equipment, and/or services within the particular category. See also the ordering hierarchy below.

The comprehensive pricing sheet represents a maximum price that the awarded Bidder(s) may charge for that item (not including approved price adjustments).

Requirement:

Use the Comprehensive Price List form submittal provided by the state. This submittal is also identified in the solicitation as **Appendix P**.

The comprehensive price sheet requires the bidder to complete all "required" line items for the given category. A line item is required if the line reflects "yes" in the required column. **If a required item is left blank the Bidder agrees the costs for that item is \$0.00 (complete all lines). If the Bidder strikes out a required line item they may fail (be deemed non-responsive) for failure to supply all required line items.**

Line items that are not required are optional. The Bidder may offer these items as part of their bid response by entering a price for the line item. Optional items will be considered in the same way as required items.

Responsibility Analysis:

The fundamental purpose of this part of the evaluation is a responsibility analysis to verify line item pricing is fair and reasonable under the circumstances.

The state will review the Bidder's line item prices within a given category.

To determine if a pricing line item is reasonable, the state may consider any information. However, the state will primarily focus on the following:

1. Comparison against the line price of the other Bidder's within the category.
2. If no Bidder comparison is available or if in the judgment of the evaluation committee a line price seems high and/or is not in alignment with other bid prices, the evaluation coordinator may

seek clarification from the Bidder. It is the responsibility of the Bidder to justify pricing is reasonable. The state may request any information it believes may be helpful, including but not limited to: price lists used by the Bidder to charge other customers on other contracts and a copy of their standard price list. If requested, the Bidder shall have five business days to provide the data or may face disqualification. The state reserves the right to extend the response period.

3. If in the opinion of the evaluation committee (sole discretion) the line item price is not justified, the line item need not be accepted.

Phase II- Line Item Award:

The state may make multiple awards (award to more than a single bidder) within a category.

The state reserves the right to make award (or multiple awards) by individual pricing line items, meaning the state reserves the right to award by a single line item, in groups of lines, aggregately, or all-or-nothing.

Because the state reserved the right to award in groups of lines, aggregately, all-or-nothing, it is possible that a line containing the lowest bid price is not awarded to that Bidder. See examples below.

Example: Section 1 of the Comprehensive Price sheet addresses “Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets and roads.” This section has pricing for 0 to 15 miles, 16 to 30 miles, and 31 to 60 miles. Assume Bidder “A” has a great price for 0 to 15 miles and Bidder “B” has a great price for the 16 to 30 miles and 31 to 60 miles. Depending on our analysis of the actual pricing, the state reserves the right, in our sole discretion, to award all three lines to Bidder “A” or “B” or both.

The state is not required to award each line, meaning some line items may not be awarded to any Bidder.

Other: In addition to evaluating bid responses for responsiveness and bid evaluation, the state must determine the Bidder’s responsibility in accordance with RCW 43.19.1911. Assuming the Apparent Successful Bidder(s) is responsible, the state will identify which line items the state accepts from this bidder by marking in the space provided on the Bidder’s submittal or by other reasonable means.

Ordering Hierarchy (Ranking Within a Category): The Phase I points score serve two purposes. They determine which Bidders are considered in Phase II. The score also provides guidance to the customers regarding the order in which vendors should be considered and called. The state recognizes that any emergency may require a wide assortment of products, consumables, equipment, and services. It is possible that no single vendor will completely fulfill the customer’s need. The state also recognizes that using multiple vendors to fulfill the overall need may be counter productive. Therefore, the customer, in good faith, must determine the most important aspects that need to be resolved (sometime called a center of gravity analysis). In some cases the objective may have more than one set of important aspects. The customer is presumed to know and therefore has the discretion and latitude to determine the objective or objectives needing resolution. Once the customer determines the important aspect(s), they are

required to contact the vendor(s) highest on the hierarchy that can fulfill the material aspect(s). If the vendor is not available or unable to meet the customer's objectives (time and scope), the customer will continue down the list and contact the next vendor that can fulfill the material aspect(s).

EVALUATION AND AWARD

9.1 AWARD CRITERIA

No rejection notice will be sent to unsuccessful Bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Contract award shall be made to the Responsive and Responsible Bidder receiving the highest points based on the evaluation and award criteria established herein and subject to consideration of all factors identified in [RCW 43.19.1911](#).

There is no intent is to make a single award in any category. However, the OSP, at its sole discretion, may choose to make a single award or multiple awards within any category. If the OSP elects to make multiple awards, the activity will consider those Bidders whose total score in the evaluation is within **20** % of the highest scoring Bidder's total score. The state cannot know how many companies will be members within this group. The 20 % notwithstanding, the state reserves the right to make up to and including five (5) awards per category. If the 20 percent group is small the state reserves the right to increase the percentage to meet the five vendor threshold. The state will only make additional awards that the state finds to be prudent and in the state's best interest. Being a member of this group only guarantees consideration and not an award.

Subject to the provisions of [RCW 43.19.1911](#) and [Chapter 236-48 WAC](#), the OSP reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Customer; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

9.2 SELECTION PROCESS

Selection will be in conformity with Part I, section 8 and section 8 subsections, other requirements of the solicitation, and law. The Contract resulting from this IFB will be designated as a State Contract.

9.3 ALLOCATION OF POINTS

The scores for Response will be assigned a relative importance for each scored section.

Evaluators need not award whole number points and may score to any number to the right of the decimal. The relative importance for each section is as follows: (see matrix in Part I, section 9.5):

9.4 EVALUATION PROCESS

Initial Determination of Responsiveness:

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein. Evaluation teams will only evaluate Responses meeting this requirement.

Thereafter, evaluation will be primarily as described in Part I, section 8 and section 8 subsections.

Responsiveness Evaluation:

Only responses that pass the Initial Determination of Responsiveness review will be evaluated based on the requirements in this Solicitation.

Pursuant to [RCW 43.19.1911 \(9\)](#), In determining Bidder responsibility, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, OSP reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subvendor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

9.5 SCORING CRITERIA (PHASE I):

Clarification: Clarification may be requested at any stage of the solicitation. Some submittals are evaluated as pass/fail or scored. In circumstances where the state is confused by the submittal, the state may ask for clarification but is not required to ask for clarification. Clarification allows the state to make a better and more informed decision whether the submittal is responsive or non-responsive or deserving of a higher/lower score. If the state requests clarification the state will consider the Bidder's clarification response. A Bidder receiving a fail is non-responsive or non-responsible and will not be evaluated further.

Pass/Fail: Some submittals are evaluated as pass/fail. A Bidder receiving a fail is non-responsive or non-responsible and will not be evaluated further. See Part I, section 8 and section 8 subsections for expanded details. Section 8 specifically addresses what forms to use (if necessary), the form of the submittal, the vendor's submittal requirement, what the

Part I

state will consider in reviewing the submittal, points/scoring, etc. NOTE: Returning your submittals in the manner required is crucial. Please make a Bidder inquiry if you have any questions.

Scoring: Some submittals are evaluated by score. The details of the scoring are detailed in Part I section 8 and section 8 subsections. Section 8 specifically addresses what forms to use (if necessary), the form of the submittal, the vendor's submittal requirement, what the state will consider in reviewing the submittal, points/scoring, etc. NOTE: Returning your submittals in the manner required is crucial. Please make a Bidder inquiry if you have any questions.

Matrix:		PHASE I						
Group	Binder Tab	Description	Pass/Fail: pass is required to move forward	Maximum Points Available	Minimum Points Required to Move Forward	(Submittal) Appendix	Form: Hardcopy	Form: Electronic File on CD
Misc	A	Signature Pages	Yes	NA	NA	A	YES	In PDF form
Misc	B	Bidder Profile	NA	NA	NA	B	YES	In PDF form
Misc	C	Mercury Reduction	NA	5	0	C	YES	In: PDF or MS Word
Mgmt	D	Statement Of Understanding	Yes	NA	NA	D	YES	In PDF form
Mgmt	E	Company Experience	NA	15	5	E	YES	In: PDF or MS Word
Mgmt	F	References	NA	15	5	F	YES	In: PDF or MS Word
Mgmt	G	Organizational Chart	NA	5	0	G	YES	In: PDF or MS Word
Mgmt	H	Key Personnel	NA	15	5	H	YES	In: PDF or MS Word
Mgmt	I	Insurance	NA	5	0	I	YES	In: PDF or MS Word
Mgmt	J	Alliances	NA	10	5	J	YES	In: PDF or MS Word

Part I

Tech	K	Quality Assurance	NA	10	5	K	YES	In: PDF or MS Word
Tech	L	Tech Specs	Yes	NA	NA	L	YES	In: PDF or MS Word
Not Used	M	Not Used	Not Used	Not Used	Not Used	Not Used	Not Used	Not Used
Price	N	Base Camp Scenario	NA	25	0	N	YES	In: MS Excel
Price	O	Debris Scenario	NA	25	0	O	YES	In: MS Excel
			TOTAL:	130	25			
Points from Phase I do move forward into Phase II for ordering hierarchy only.								
PHASE II								
Price	P	Comprehensive Price Sheet	Resp. Test	Responsibility Test	Resp. Test	P	YES	In: MS Excel

9.6 COST PROPOSAL RESPONSIBILITY EVALUATION (PHASE II)

Phase II will be evaluated in conformity with Part I section 8 and section 8 subsections.

NOTE: Returning your submittals in the manner required is crucial. Please make a Bidder inquiry if you have any questions.

Clarification Request by the OSP: Clarification may be requested at any stage of the solicitation. Some submittals are evaluated as pass/fail or scored. In circumstances where the state is confused by the submittal, the state may ask for clarification but is not required to ask for clarification. Clarification allows the state to make a better and more informed decision whether the submittal is responsive or non-responsive or deserving of a higher/lower score. If the state request clarification the state will consider the Bidder's clarification response. A Bidder receiving a fail is non-responsive or non-responsible and will not be evaluated further.

Matrix: See Part I, Section 9.5 above.

9.7 BIDDER TOTAL SCORE

Bidders' scores will be calculated in conformity with Part I section 8 and section 8 subsections, other requirements of the bid, and law.

9.8 SELECTION OF APPARENTLY SUCCESSFUL BIDDER(S)

The state reserves the right to make a single or multiple awards and to make a total or partial award.

Should contract negotiations fail to be completed within one (1) month after initiation, OSP may immediately cease contract negotiations and declare the Bidder with the second highest score (or next in line) as the new Successful Bidder (s) and enter into contract

negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

9.9 NOTIFICATION OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified when OSP has determined the Successful Bidder or Successful Bidders.

The date of announcement of the Successful Bidder will be the date of the notification from the OSP.

Designation as an Apparent Successful Bidder does not imply that the state will issue an award to your firm. It merely suggests that at this moment in time the state believes your bid to be responsive. This designation allows the state to perform a responsibility analysis and ask for additional documentation. The state is also at liberty to re-review and determine whether the bid is truly responsive as initially believed. The Bidder must not construe this as a notification of award, impending award, an attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

To aid in the Response evaluation process, after Response due date and time, OSP may require individual bidders to appear at a date, time and place determined by OSP for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the OSP's intention to award.

PROTEST PROCEDURE:

PROTEST PRIOR TO AWARD:

PROTEST PRIOR TO AWARD CRITERIA:

Protests prior to Award will be considered only if the protest concerns:

1. The bid of another Bidder,
2. The specifications or
3. The manner in which the solicitation process has been conducted.

INITIATING THE PROTEST PROCESS:

The protesting Bidder must notify the State Procurement Coordinator in charge of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by the State Procurement Coordinator not later than five (5) business days after the Bidder's notification to the State Procurement Coordinator of the intent to protest.

If an Intent to Award is announced, any protest must be received in writing by the State Procurement Coordinator not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and the State Procurement Coordinator may proceed with the award without further obligation.

The Procurement Coordinator will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed.

If additional time is necessary the State Procurement Coordinator will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

APPEAL OF PROTEST PRIOR TO AWARD DECISION:

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of the State Procurement Coordinator to the GA Assistant Director in charge of the Office of State Procurement.

The appeal must be received by the GA Assistant Director within five (5) business days after notification of the State Procurement Coordinator's decision.

The GA Assistant Director will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the GA Assistant Director has issued a decision unless an emergency exists necessitating the award of the contract as determined by the GA Assistant Director.

The decision of the GA Assistant Director on the protest appeal is final. The GA Assistant Director may issue further clarifications if determined necessary.

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

INITIATING THE PROTEST PROCESS AFTER AWARD:

The protesting Bidder must notify both the State Procurement Coordinator in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the GA Assistant Director in charge of the Office of State Procurement not later than five (5) business days after Notice of Award is issued by the Office of State Procurement.

The GA Assistant Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the GA Assistant Director's decision if more time is needed.

The decision of the GA Assistant Director is final if the award is upheld. The GA Assistant Director may subsequently issue further clarifications, if necessary.

If the GA Assistant Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons therefore.

AWARDED BIDDER APPEAL PROCESS

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the Director of General Administration. Copies of the Bidder's appeal must also be sent to the GA Assistant Director and the State Procurement Coordinator responsible for the solicitation.

The Director of General Administration or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed
 - i. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

DECISION FINAL

The appeal decision of the Director of General Administration is final. The Director of General Administration may subsequently issue further clarifications if necessary,

APPEAL UPHeld AND CONTRACT AWARD UPHeld

If the Director of General Administration upholds the appeal and upholds the contract as awarded, the State Procurement Coordinator will notify all Bidders of the decision.

APPEAL DENIED AND AWARD CANCELED

If the Director of General Administration upholds the decision of the GA Assistant Director the Office of State Procurement will proceed with cancellation of the award.

If the award is cancelled, the Assistant director of GA may reject all bids, quotes or proposals pursuant to [RCW 43.1911\(4\)](#) and solicit new bids, quotes or proposals.

If the Assistant director of GA does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.

PROTEST AND APPEALS – FORM AND SUBSTANCE

All protests and appeals must:

1. be in writing,
2. signed by the protesting or appealing Bidder or an authorized agent
3. delivered within the time frame(s) outlined herein
4. addressed to that individual within the Office of State Procurement or General Administration assigned review responsibilities as specified above

The protesting or appealing Bidder must:

1. state all facts and arguments on which the protesting or appealing Bidder is relying as the basis for its action
2. attach any relevant exhibits related, or referred to in the written protest or appeal
3. mail, fax or deliver copies of all protests, appeals, and exhibits to the Bidder or Bidders against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to the Office of State Procurement or General Administration.

COMMUNICATION DURING PROTESTS AND APPEALS

All communications relative to a solicitation that is being protested or appealed must be coordinated through that person conducting the official review for the Office of State Procurement or General Administration.

PART II: THE MODEL CONTRACT



STATE OF WASHINGTON

**DEPARTMENT OF GENERAL ADMINISTRATION (GA)
OFFICE OF STATE PROCUREMENT (OSP)**

Contract 00707

EMERGENCY STANDBY SERVICES (ESS)

For Purchases of Materials, Supplies, Services, and Equipment
Under the Authority of
[Chapter 43.19 RCW](#)

OVERVIEW

1.1 CONTRACT SCOPE

This contract is established in order to permit the state, local governments, school districts and others authorized by law to respond immediately and effectively with needed products, consumables, equipment, and services in the event that an emergency is declared by the Governor of the State of Washington (or designate) in accordance with the laws, of the State of Washington, (hereafter “declared emergency”). This contract may be used in support of the Emergency Management Assistant Compact (EMAC) commitments.

The Office of State Procurement (OSP), acting pursuant to its authority under RCW 43.19 et seq. and the Washington Military Department, Emergency Management Division, has determined a need for certain consumables, products, equipment, services, and advising to be immediately available in the event of an anticipated or declared emergency and hereby establishes multiple, continuous recruitment, back-drop contracts in order to insure those products, equipment, services, and consulting are readily available. Consistent with the contract terms and product and service ordering rules, if authorized users need a product or service that is not “on-contract” but is available through the Vendor, the authorized user may order the product or service under the protections and obligations of this contract. Such orders must also be reported to OSP in accordance with RCW 43.19.200- Duty of others in relation to purchases — Emergency purchases — Written notifications.

State Police Powers Function: The state of Washington has a duty to its residents and any other commitment made to others. In preparation of an anticipated or actual disaster or emergency, the acquisition of any products/consumables, equipment, staff services, and/or training/advising needed for the health, safety, welfare, and/or security of the State of Washington’s inhabitants, and/or protection of Washington’s property or other assets, and/or in furtherance of Washington’s Emergency Management Assistance Compact (EMAC) commitment or similar commitment to other states/governments of the same, or etc., when state resources could possibly become overwhelmed or exhausted.

Interpretation: The scope is deemed to be broad and not narrow.

Anticipated Activation of this Contract:

- Declared emergency by the Washington State Governor
- As authorized by the Washington State Department of General Administration, Director or Purchasing and Material Control Director
- If designated by OSP, the Washington State Military Department, Emergency Management Division.

1.2 CONTRACT SCOPE AND MODIFICATIONS

OSP reserves the right to modify this Contract by mutual agreement between the OSP and the Vendor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

Part II

For purposes of this contract, the scope is very broad. It is essentially, “anything we need in our time of need, and in preparation thereto.” Further, once the state is in an emergency situation, RCW 43.19.200 allows broad purchasing discretion and this contract may be used as the framework for mutual modification with any or all awarded vendors.

Federal Emergency Management Administration (FEMA) MODIFICATIONS: The contract scope is extremely broad. By mutual agreement of the parties, the resulting contract may be modified substantially and as necessary to maintain FEMA grant reimbursement viability or to correct defects or other barriers to FEMA grant reimbursement.

1.3 RECITALS

The state of Washington, acting by and through the Office of State Procurement, issued a Invitation for Bid, for the purpose of purchasing of any products/consumables, equipment, staff services, and/or training necessary for emergency/disaster preparation and/or response in accordance with its authority under [Chapter 43.19 RCW](#).

The Vendor(s) submitted a timely Response to the Office of State Procurement’s Solicitation/Contract (IFB).

The Office of State Procurement evaluated all properly submitted Responses to the above-referenced IFB and has identified the Vendor as the apparently successful Vendor or one of the apparently successful Vendors.

The Office of State Procurement has determined that entering into a Contract with this Vendor will meet Customer’s needs and will be in Customer’s best interest.

NOW THEREFORE, OSP awards to this Vendor this Contract, the terms and conditions of which shall govern Vendor’s furnishing to Customers any products/consumables, equipment, staff services, and/or training/consulting equipment, services, and products/consumables necessary for emergency/disaster preparation and/or response. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

The state of Washington cannot estimate the purchases over the initial or subsequent term. The state does not represent or guarantee any minimum purchase by state agencies or non-state agencies. Orders will be placed on an as needed basis.

Explanation and Assumption of Associated Usage Risk:

This contract is not replacing any current or past contract. OSP does not have any reliable data to base any usage estimates and is not responsible to the Vendor(s) for any amount of sales including if this contract results in zero sales.

The value of the contract over any term cannot be precisely known. The Vendor shall be mindful that non-Washington State agencies, e.g., political subdivisions, Washington State Cooperative members, etc., are not obliged to use this contract nor can OSP compel the political subdivisions, cooperative members and non-profit corporations or any other customer to purchase on this contract. The Vendor shall make its own assessment of the potential contract value and understands, accepts and assumes all usage risks associated

with the solicitation, including but not limited to any actions the Vendor takes in reliance of the same.

1.5 CONTRACT TERM

The initial term of this contract is two (2) years from date of award with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the Office of State Procurement and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed nine (9) years unless an emergency exists and/or special circumstances require a partial term extension, including but not limited to situations where purchases are clearly and legitimately limited to a single source of supply, and purchases involving special facilities, services, or market conditions, in which instances the purchase price/best value may be best established by direct negotiation. The state reserves the right to extend with all or some of the vendors, solely determined by the state.

1.6 CUSTOMERS

General Use

Upon authorized activation, the resulting contract is for use by all Washington State Agencies and members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and qualified Non-Profit Corporations, or EMAC partners.

Use by non-state agency WSPC members may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The Office of State Procurement accepts no responsibility for orders or payment by WSPC members or any authorized customer.

A list of WSPC members is available at <http://www.ga.wa.gov/PCA/SPC.htm>.

1.7 INDEFINITE DELIVERY – INDEFINITE QUANTITY PURCHASES

THIS SECTION INTENTIONALLY LEFT BLANK.

FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA): FEDERAL AND STATE CONTRACTING PROVISIONS

It is the vendor's responsibility to comply with all state and federal law in performing the tasks undertaken with respect to this contract. As applicable and required by Federal and State Law, the following provisions and references are included in this contract:

- 2.1 Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Vendors and Subvendors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States”). The Act provides that each vendor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- 2.3 **Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 2.4 **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 2.5 **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Vendors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 2.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 2.7 **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. Vendors with awards that exceed

the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- 2.8 PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1).** The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 2.9 SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794).** The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.
- 2.10 AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.)** The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.
- 2.11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58).** The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.
- 2.12 EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.)** The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.
- 2.13 EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq.)** The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical

alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If sitting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

- 2.14 THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.).** The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.
- 2.15 COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.).** The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.
- 2.16 THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.).** The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.
- 2.17 THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.).** Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.
- 2.18 THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.).** The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

- 2.19 THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349).** The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.
- 2.20 THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.).** The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.
- 2.21 THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.)** The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.
- 2.22 THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.)** The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
- 2.23 RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW.** The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.
- 2.24 STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW.** The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.
- 2.25 NOISE CONTROL, CHAPTER 70.107 RCW.** The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.
- 2.26 SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW.** The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.
- 2.27 STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN**

Part II

BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW. The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

2.28 OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW. The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

2.29 LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW. The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

2.30 GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

CONTRACT ADMINISTRATION

3.1 OSP CONTRACT ADMINISTRATOR

OSP shall appoint a single point of contact who will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for the Vendor concerning business activities under this Contract. The OSP will notify the Vendor, in writing, when there is a new Contract Administrator assigned to this Contract.

3.2 ADMINISTRATION OF CONTRACT

OSP will maintain Contract information and pricing and make it available on the GA web site. The Contract prices are the maximum price Vendor can charge. The Vendor may also offer volume discounts to Customers.

A Vendor may propose a revision to its offerings to reflect changed products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the GA Contract Administrator for approval. The Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed products proposed by Vendor must meet the requirements established in this solicitation document or subsequent revisions. If approved by GA, the new products will be added to the Contract by written amendment.

For the term of the Contract, pricing for all products will be no greater than the prices quoted in the Bidder's Response. If, however, during any term of the Contract lower prices and rates become effective for like quantities of products under similar terms and conditions, through reduction in Vendor's list prices, promotional discounts, or other circumstances, customers must be given immediate benefit of such lower prices and rates.

3.3 VENDOR SUPERVISION AND COORDINATION

Vendor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Vendor's Representative, who will be the principal point of contact for the OSP Contract Administrator concerning the Vendor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Vendor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.

Be bound by all written communications given to or received from the Vendor's Representative.

3.4 POST AWARD CONFERENCE

The vendor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

3.5 CONTRACT MANAGEMENT

Upon award of this contract, the vendor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this contract to all authorized contract Customers.
3. Ensure that those who endeavor to utilize this contract are authorized Customers under this Contract.

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4. At no additional charge, assist Customers in the following manner to make the most cost effective, value based, purchases including, but not limited to:
 - a) Visiting the Customer site and providing Customer with materials/supplies/equipment recommendations.
 - b) Providing Customers with a detailed list of contract items including current contract pricing and part numbers.
5. The vendor shall designate a customer service representative who will be responsible for addressing Customer issues including, but not limited to:
 - a) Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Customers with regular and timely status updates in the event of an order or repair fulfillment delay.
6. Acting as the lead and liaison between the manufacturer and Customer in resolving warranty claims for contract items purchased.

3.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

3.7 CONTRACT ADMINISTRATION FEE

THIS SECTION INTENTIONALLY LEFT BLANK.

3.8 STATEWIDE VENDOR PAYMENT REGISTRATION

Vendors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Customers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central vendor registration file for Washington State agencies to process vendor payments.

To obtain registration materials go to <http://www.ofm.wa.gov/isd/vendors.asp> the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

3.9 SALES & SUBVENDOR REPORTS

The Vendor shall provide a Sales and Subvendor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

3.10 OTHER REQUIRED REPORT(S)

Upon request of the Office of State Procurement, all reports required under this contract must be delivered to the Contract Administrator. Vendor may be required to provide a

detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

3.11 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Vendor shall be registered in the Vendor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Vendors already registered need not re-register. It is the sole responsibility of Vendor to properly register with WEBS and maintain an accurate Vendor profile in WEBS.

PRICING

4.1 PRICE PROTECTION

For the term of the Contract, pricing for all Products will be no greater than the prices quoted in the Response to the IFB. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Products under similar terms and conditions, through reduction in Vendor's list prices, promotional discounts, or other circumstances, Customers must be given immediate benefit of such lower prices and rates.

4.2 NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Vendor will be allowed including, but not limited to: fuel surcharges or other surcharges, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.

4.3 PRICE ADJUSTMENTS- NOTICE AND REQUIREMENTS

Vendors shall not make extensions contingent on price adjustments.

At least one hundred eighty (180) calendar days before the end of the current term of this Contract, Vendor may propose purchase Price and maintenance and support (service) rate increases by written notice to the OSP's Contract Administrator.

In consultation with WA EMD, price adjustments may be taken into consideration by the OSP's Contract Administrator when determining whether to extend this Contract. Price increases may not be considered without supporting documentation sufficient to justify the requested increase. Vendor shall provide a detailed breakdown of their costs upon request.

Preference and weight will be given to U.S. government data, such as, government published indices and/or the BLS Producer Price Index and EMD input. However, in the sole discretion of OSP, other data may be considered sufficient to justify the requested increase.

Vendor requests for adjustments in pricing will be considered at sole discretion of the OSP only after expiration of the firm and fixed price period (two year initial term or if during an extension term then the period of the extension term), and then on a pass through basis

only that does not produce a higher profit margin for vendor than that established by the original contract pricing.

The Vendor shall be notified in writing by the Contract Administrator of any price adjustment granted by the OSP, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by the OSP shall remain unchanged for the remainder of the current contract term and no request for adjustments in price will be considered during that time period.

VENDOR QUALIFICATIONS AND REQUIREMENTS

5.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the OSP, law or regulation, Vendor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Vendor shall maintain compliance with these requirements throughout the life of this contract.

OSP reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.2 VENDOR CERTIFICATIONS

Vendor must provide evidence as directed in the OSP 's Solicitation document, of its status as an authorized product reseller. If this reseller status is discontinued, this Contract may be terminated as set forth elsewhere herein. Vendor shall maintain its reseller status for the initial term and any renewals of the resulting Contract.

5.3 DEALER AUTHORIZATION

THIS SECTION INTENTIONALLY LEFT BLANK.

5.4 STAFF QUALIFICATIONS

If at contract award or any time thereafter, any specifically named individual(s) identified in the Response to work on this engagement are not available, OSP has the right to approve or reject any change in Vendor's personnel. Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#).

5.5 USE OF SUBVENDORS

In accordance with IFB requirements, Vendor agrees to take complete responsibility for all actions of such Subvendors.

Prior to performance, Vendor shall identify all known subvendors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The OSP reserves the right to approve or reject any and all Subvendors that are identified by the vendor. Any Subvendors not listed in the Bidder's Response, who are engaged by the Vendor, must be pre-approved, in writing, by the OSP.

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#).

5.6 SUBCONTRACTS AND ASSIGNMENT

Vendor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Vendor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Vendor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subvendors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Vendor to the state for any breach in the performance of the Vendor's duties.

5.7 PERFORMANCE GUARANTEE

Within ten (10) Business Days of Contract signature date and prior to any performance, the Vendor shall furnish the state OSP with a Performance Guarantee. Said guarantee shall be in the form of a(n):

1. Surety Bond with a surety company on a form approved furnished by the state OSP and completed by an approved surety or;
2. Escrow agreement on a form approved furnished by the state OSP; or
3. Irrevocable letter of credit drawn on a separate account in a banking or savings and loan institution regulated by the state or federal government; or
4. Certified check; or
5. Cashier's check
6. Cash

Personal or company checks are not acceptable.

The Performance Guarantee shall be held by the OSP or deposited into the OSP's account until contract terms have been fully executed to the satisfaction of the OSP. Interest will not be paid on funds deposited directly with the OSP.

Note: Certified or cashier's checks are held by the state for the contract term and any subsequent extensions, and do not yield interest payable to the vendor.

- a) Amount: The Performance Guarantee shall be for an amount which is not less than **\$1,000,000** for the initial and subsequent terms of the contract and shall be conditioned upon the faithful performance of the Vendor. If resulting contract is split among two (2) or more suppliers, the amount of the guarantee shall not be apportioned based upon the actual estimated percentage of dollar value of the award rounded to the nearest \$1,000.
- b) Noncompliance: Failure to provide the required Performance Guarantee will result in contract cancellation termination and forfeiture of any Bid Guarantee.
- c) Discontinue (unlikely): However, based on Vendor performance during the initial contract term, the state reserves the right to continue/discontinue Performance Guarantee requirements in subsequent contract extensions. Proper and timely

Delivery, timely and correct invoices, appropriate problem resolution, etc. will be prime consideration.

5.8 VENDOR AUTHORITY AND INFRINGEMENT

Vendor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract or within the scope of this contract. Vendor shall not represent to any Customers that they have the contract authority to sell any other materials, supplies, services and/or equipment not allowed by the provisions of the contract and not within the scope of the contract.

5.9 HOURS OF LABOR AND PREVAILING WAGES

In compliance with Chapter 49.28 RCW, Vendor agrees that no worker, laborer, or mechanic in the employ of the Vendor or subvendor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week, provided that in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week.

The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. For all contracts, the prevailing wage rates which are in effect on the bid opening date or on the effective date of any extension of the contract are the wage rates that must be paid for the duration of the contract.

The appropriate labor classifications and prevailing wage rates are identified herein. Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA 98504-4540 (Telephone (360) 902-5334) or the Procurement Coordinator. These wage rates are made part of this contract as though fully set forth herein.

The Vendor must submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages." A copy of the approved intent statements must be submitted to the Customer in order to receive the first progress payment on this Contract. Following final acceptance of the project, Vendor must submit to the Industrial Statistician an "Affidavit of Wages Paid." An approved affidavit must be submitted to the Customer before they are authorized to release the retained funds.

Each "Statement of Intent to Pay Prevailing Wages" or "Affidavit of Wages Paid" submitted for approval to the Industrial Statistician must be accompanied with the current filing fee.

A copy of the approved Statement of Intent to Pay Prevailing Wages shall be posted at the job site with the address and telephone number of the Industrial Statistician, where a complaint or inquiry concerning prevailing wages may be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the

Department of Labor and Industries, and his/her decision shall be final, conclusive and binding on all parties involved in the dispute.

Vocationally handicapped workers, i.e., those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

Prevailing wage requirements do not apply to:

- a) Sole owners and their spouses.
- b) Any partner who owns at least 30% of a partnership.
- c) The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
- d) Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

5.10 MATERIALS AND WORKMANSHIP

The Vendor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

5.11 MERCURY CONTENT AND PREFERENCE

Vendor shall provide mercury-free products when available. Should mercury-free products not exist, vendors shall provide products with the lowest mercury content available.

Vendor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Vendor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Vendor shall submit a written statement to that effect. Vendor shall maintain compliance with these requirements throughout the life of this contract.

OSP reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.12 DISASTER RECOVERY/BUSINESS CONTINUITY

THIS SECTION IS INTENTIONALLY LEFT BLANK.

THE FOLLOWING PROVISIONS ARE FOR SERVICES CONTRACTS.

PURCHASED SERVICES AND SPECIFIC STATEMENT OF WORK (SOW)

All Services shall be performed pursuant to the terms of this Contract and should be documented in an SOW established between Customer and Vendor.

In case of any conflict between this SOW and the Contract, the Contract shall prevail (including maximum pricing). Only GA/OSP may authorize such changes. Vendors relying on deviations do so at their own risk and expense.

A sample template for an SOW is embedded immediately below.



The SOW shall at a minimum: [add any other items applicable to the SOW]

Reference this Contract number <insert bid#>

Define project or task objectives;

Describe the scope of Services or work to be performed;

Identify deliverables;

Specify a timeline and period of performance;

Specify compensation and payment, e.g., the hourly rate and total Vendor hours to be provided or the fixed price for a deliverable, (whichever is applicable), total cost of the project, and reimbursable Vendor expenses;

Describe Vendor's roles and responsibilities and identify specific Vendor staff;

Describe Customer's roles and responsibilities;

Provide signature block for both parties.

The terms and conditions of any SOW cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

6.1 COMMENCEMENT OF WORK

No work shall be performed by Vendor until a written document, such as a purchase order or SOW is executed by Vendor and Customer and is received by Vendor.

=====END OF LANGUAGE SPECIFIC TO PURCHASED SERVICES=====

DELIVERY REQUIREMENTS

7.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Customers may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the vendor shall send the Customer an order confirmation notification that identifies the manufacturer's surcharges as well as the manufacturer's most current list prices for the equipment ordered.
2. Upon the request of the Customer, the Vendor shall supply Customer with manufacturer's list pricing or other documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at vendor's expense. Alternatively, at the Customer's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Vendor is responsible to verify delivery conditions/requirements with the Customer prior to the delivery.

7.2 STANDARD OF QUALITY/CONSISTENCY OVER TERM OF CONTRACT

If, in the sole judgment of the OSP or the Customer, any item is determined not to be an equal, the Customer may take any or all of the following actions:

1. The product may be returned at Vendor's expense;
2. The contract may be terminated without any liability to the state of Washington or Customer

7.3 SHIPPING AND RISK OF LOSS

Vendor shall ship all Products purchased pursuant to this Contract:

<i>F.O.B. Origin, freight prepaid and charged back (MODIFIED)</i>	<i>Seller - Pays freight charges and adds to invoice</i> <i>Buyer - Bears freight charges</i> <i>Buyer - Owns goods in transit</i> <i>Buyer</i> <i>Seller - files claims (if any)</i>
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As explained in other sections, delivery/shipping to and from the customer's delivery location will be invoiced as a separate line item unless a more specific section directs otherwise. See also, Part I, section 7.16- Shipping Terms. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of delivery point, Vendor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to *Acceptance, whichever is applicable*, except loss or damage attributable to Customer's fault or negligence; and such loss, damage, or destruction shall not release Vendor from any obligation hereunder. After *Acceptance, whichever is applicable*, the risk of loss or damage shall be borne by Customer, except loss or damage attributable to Vendor's fault or negligence.

7.4 FISCAL/BIENNIAL APPROPRIATION

THIS SECTION INTENTIONALLY LEFT BLANK.

7.5 DELIVERY

Delivery must be made within 96 hours of purchase request (unless extended by the customer in writing).

Delivery must be made during Customer's normal work hours and within time frames either

1. required in the Solicitation, or
2. if requested in the Solicitation, proposed by Vendor in its Bid or Proposal and subsequently accepted by the OSP or
3. as otherwise mutually agreed in writing between the Customer and Vendor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Vendor to damages. The Customer may refuse shipment when delivered after normal working hours. The Vendor shall verify specific working hours of individual Customers and instruct carrier(s) to deliver accordingly. The acceptance by the Customer of late performance, with or without objection or reservation by the Customer, shall not waive the right to claim damage for such breach, nor preclude the OSP or Customer from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

All deliveries are to be made to the applicable delivery location as indicated in the Order Document. When applicable, the Vendor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Vendor initiate performance prior to receipt of written or verbal authorization from authorized Customers. Expenses incurred otherwise shall be borne solely by the Vendor.

Product must be provided palletized on wood, non-returnable pallets. Shipments delivered non-palletized will be rejected and returned at vendor's expense.

Vendor please note: If quantities specified below do not meet manufacturer's standard pack/minimum order, please contact Customer.

Vendor please note: Be certain to ship to proper address. Any resulting charges for re-shipment or otherwise providing correct delivery to the warehouse will be the sole responsibility of the Vendor.

7.6 SITE SECURITY

While on Customer's premises, Vendor, its agents, employees, or Subvendors shall conform in all respects with physical, fire, or other security regulations.

7.7 INSPECTION AND REJECTION

The Customer's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the

materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Customer will promptly notify the Vendor. Without limiting any other rights, the Customer may require the Vendor to: (1) repair or replace, at Vendor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

The state reserves the right to independently test, at supplier's expense, any product of questionable freshness, quality, or origin delivered against this contract.

7.8 STANDARD OF PERFORMANCE AND ACCEPTANCE TESTING

THIS SECTION INTENTIONALLY LEFT BLANK.

7.9 INSTALLATION

Installation shall be performed in a professional manner in accordance with industry standard best practices. The premises shall be left in a clean condition. The state reserves the right to require Vendor to repair all damages or provides full compensation as determined by the state.

7.10 TITLE TO PRODUCT

Upon acceptance, Vendor shall convey to Customer good title to the product free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

Transfer of title to the product shall include an irrevocable, fully paid-up, perpetual license to use the internal code (embedded software) in the product. If Customer subsequently transfers title to the product to another entity, Customer shall have the right to transfer the license to use the internal code with the transfer of product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Customer or Customer's transferee.

7.11 TREATMENT OF ASSETS

1. Title to all property furnished by the OSP and/or Customer shall remain in the OSP and/or Customer, as appropriate. Title to all property furnished by the Vendor, the cost for which the Vendor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Customer upon delivery of such property by the Vendor and Acceptance by the Customer. Title to other property, the cost of which is reimbursable to the Vendor under this Contract, shall pass to and vest in the Customer upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Customer in whole or in part, whichever first occurs.
2. Any property of the OSP and/or Customer furnished to the Vendor shall, unless otherwise provided herein or approved by the OSP and/or Customer, be used only for the performance of this Contract.
3. The Vendor shall be responsible for damages as a result of any loss or damage to property of the OSP and/or Customer which results from the negligence of the Vendor or which results from the failure on the part of the Vendor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

Part II

4. If any OSP and/or Customer property is lost, destroyed, or damaged, the Vendor shall immediately notify the OSP and/or Customer and shall take all reasonable steps to protect the property from further damage.
5. The Vendor shall surrender to the OSP and/or Customer all property of the OSP and/or Customer prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Vendor under this clause shall also include Vendor's employees, agents or Subvendors.

7.12 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, vendor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Vendors are encouraged to offer product packaging with recycled content.

7.13 HAZARDOUS MATERIALS

“Right to know” legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing [Chapter 296-839 WAC](#) requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

PAYMENT

8.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the products and services furnished by Vendor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

8.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Customer’s order number and/or

SOW number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Customer.

Vendor shall provide a properly completed invoice to Customer. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Vendor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Customer's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Vendor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Customer. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Vendor has been accepted by the Customer. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under [Chapter 39.76 RCW](#) , if Customer fails to make timely payment(s), Vendor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Vendor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Vendor. If the Vendor fails to make timely payment(s) or issuance of credit memos, the Customer may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Customer and be redeemable in U.S. dollars. Unless otherwise specified, the Customer's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Vendor.

8.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Vendor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Customer agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Vendor shall be made for federal excise taxes and the Customer agrees to furnish Vendor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, Vendors engaged in retail sales activities within the state of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-

Part II

of-state Vendors must collect and remit “use tax” to Department of Revenue if the activity carried on by the seller in the state of Washington is significantly associated with Vendor’s ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Vendor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Customers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Customers in an attempt to establish or maintain market(s); or
5. Other factors identified in [WAC 458-20](#).

Department of Revenue Registration for Out-of-State Vendors:

Out-of-state Vendors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Vendors are not required to collect and remit “use tax,” Customers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Vendor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Vendor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:

Vendor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Vendor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the OSP nor the Customer will incur additional costs related to Vendor’s payment of such fees.

Taxes on Invoice:

Vendor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [WAC 458-20-247](#).

Ferry Vessel Exemption:

Orders for tangible personal property which become a component part of ferry vessels of the State of Washington or local government units in the State of Washington are exempt from use tax under [RCW 82.12.0279](#).

8.5 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION

With each invoice for payment and within thirty (30) days of Customer's request, Vendor shall provide Customer an *Affidavit of Amounts Paid*. The *Affidavit of Amounts Paid* shall either state that Vendor still maintains its MWBE certification, or state that its Subvendor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subvendor under this Contract. Vendor shall maintain records supporting the *Affidavit of Amounts Paid* in accordance with this Contract's **Retention of Records** section.

8.6 OVERPAYMENTS TO VENDOR

Vendor shall refund to Customer the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, Customer may charge Vendor one percent (1%) per month on the amount due, until paid in full.

8.7 VENDOR EXPENSES

Customer shall reimburse Vendor for travel and other expenses as specifically identified in this Contract, or as authorized in writing, in advance by Customer in accordance with the then-current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>). Vendor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50) or more when requesting reimbursement. Caution: Any charges not specifically authorized by other sections of this contract or as authorized by the customer in writing will not be paid to the awarded vendor(s).

8.8 AUDITS

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

QUALITY ASSURANCE

9.1 RIGHT OF INSPECTION

Vendor shall provide right of access to its facilities to OSP, or any of OSP's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

9.2 VENDOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables,

descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Customer.

9.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Customer. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

In the event of conflict between Contract terms and conditions and Vendor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the State maximum benefits, the OSP may avail itself of the Vendor's warranty if deemed more beneficial to the state.

Vendor shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of equipment that are disabled due to the failure of the equipment during the warranty period.

9.4 MANUFACTURER AUTHORIZED WARRANTY REPAIR PROOF OF CERTIFICATION/AUTHORIZATION

THIS SECTION INTENTIONALLY LEFT BLANK.

9.5 WARRANTIES

Vendor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Customer shall not alter or affect the obligations of the Vendor or the rights of the Customer.

9.6 DATE WARRANTY

THIS SECTION INTENTIONALLY LEFT BLANK.

9.7 COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Vendor.

9.8 EQUIPMENT MAINTENANCE

Equipment provided under this agreement will be used in response to a declared emergency. The Customer, upon taking possession, will need to focus his attention on the emergency and not any periodic equipment servicing or maintenance. The Vendor shall ensure that any equipment provided is fully serviced to allow the Customer the greatest equipment working time possible. The customer is entitled to a full and complete maintenance / service interval. Thereafter, the Customer agrees to maintain equipment in accordance with the manufacturer's service schedule.

9.9 TRAINING

Training, if any, is addressed in the technical specifications and/or the Comprehensive Price sheet.

INFORMATION AND COMMUNICATIONS

10.1 ADVERTISING

Vendor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator.

10.2 RETENTION OF RECORDS

The Vendor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Vendor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the OSP, personnel duly authorized by the OSP, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

10.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, the OSP shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, the OSP will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, the OSP will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as the OSP retains Vendor's information in the OSP records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

Note: This contract involves the state and the state has a duty of transparency in the acquisition process. The state's position is that to the greatest extent possible, Bidder/Vendor documents should not be categorized as proprietary/confidential. Bidder's/Vendor's proprietary/confidential claims are at their own risk and expense. Bidder/Vendor attempts to overly protect Bidder/Vendor information is inconsistent with the state's duty of transparency. Bidder's/Vendor's proprietary/confidential claims are at their own risk and expense. The state reserves the right to disqualify/reject the bid response prior to award if in the state's sole discretion the Bidder's proprietary/confidential claims are inconsistent with the state's interest. The state reserves the right not award

and/or to cancel the contract after award if in the state's sole discretion the Vendor's proprietary/confidential claims are inconsistent with the state's interest.

10.4 NON-ENDORSEMENT AND PUBLICITY

Neither the OSP nor the Customers are endorsing the Vendor's Products or Services, nor suggesting that they are the best or only solution to their needs. Vendor agrees to make no reference to the OSP, any Customer or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the OSP.

10.5 OWNERSHIP/RIGHTS IN DATA

Customer and Vendor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by Customer. Vendor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work made for hire under applicable law, Vendor assigns and transfers to Customer the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Vendor shall execute all documents and perform such other proper acts as Customer may deem necessary to secure for Customer the rights pursuant to this section.

Vendor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Vendor ownership in any Work Product, without the prior written permission of Customer. Vendor shall take all reasonable steps necessary to ensure that its agents, employees, or Subvendors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate there from ("Preexisting Material"), shall be transferred to Customer with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Vendor has a right to grant such a license. Vendor shall exert all reasonable effort to advise Customer at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Vendor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. Customer shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Vendor with respect to any Preexisting Material delivered under

this Contract. Customer shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Vendor.

10.6 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either [Chapter 42.56 RCW](#) or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subvendors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Customer’s express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subvendors who have signed a nondisclosure agreement, the terms of which have been previously approved by Customer. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “Protected Health Information” (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals’ names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Vendor must comply with all HIPAA requirements and rules when determined applicable by the Customer. If Customer determines that (1) Customer is a “covered entity” under HIPAA, and that (2) Vendor will perform “business associate” services and activities covered under HIPAA, then at Customer’s request, Vendor agrees to execute Customer’s business associate Contract in compliance with HIPAA.

Vendor shall ensure its directors, officers, employees, Subvendors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Vendor and its Subvendors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Vendor agrees to indemnify and hold harmless the state of Washington and the Customer for any damages related to both: (1) the Vendor’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Vendor’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Part II

Vendor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Vendor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Customer reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Vendor or its Subvendors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Vendor shall, at Customer's option: (i) certify to Customer that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Customer; or (iii) take whatever other steps Customer requires of Vendor to protect Customer's Confidential Information.

GENERAL PROVISIONS

11.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11.2 SEVERABILITY

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

11.3 SURVIVORSHIP

All transactions executed for products and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Vendor; Ownership/Rights in Data; Vendor's Commitments, Warranties and Representations; Protection of Customer's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Retention of Records; Patent and Copyright Indemnification; Vendor's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this Contract.

11.4 INDEPENDENT STATUS OF VENDOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent vendor relationship will

be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under [Chapter 41.06 RCW](#), or [Title 51 RCW](#).

11.5 GIFTS AND GRATUITIES

Vendor shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 43.19.1937](#), [RCW 43.19.1939](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under [RCW 43.19.1937](#) and the Ethics in Public Service Law, [Chapter 42.52 RCW](#) state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

11.6 IMMUNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

11.7 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

11.8 INSURANCE

General Requirements:

Vendor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Vendor shall furnish evidence in the form of a certificate of insurance satisfactory to the state of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Part II

Vendor shall include all Subvendors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subvendor. Subvendor(s) must comply fully with all insurance requirements stated herein. Failure of Subvendor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Vendor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state of Washington will not be held responsible in any way for claims filed by the Vendor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Vendor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Vendor's premises/operations, independent Vendors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

POLLUTION RIDER POLICY: The five million general liability coverage must include a pollution rider policy.

Vendor waives all rights against the state of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$5,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Vendor, Subvendor, or anyone employed by either.

Part II

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Vendor waives all rights against the state of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The state of Washington and all authorized Customers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to [Chapter 48.18 RCW](#) (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:

For insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the state of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the state of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with [Chapter 48.15 RCW](#) and [Chapter 284-15 WAC](#) .

Excess Coverage:

The limits of all insurance required to be provided by the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

11.9 INDUSTRIAL INSURANCE COVERAGE

The Vendor shall comply with the provisions of [Title 51 RCW](#) Industrial Insurance. If the Vendor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the OSP may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Vendor.

11.10 NONDISCRIMINATION

During the performance of this Contract, the Vendor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, [Chapter 49.60 RCW](#), Discrimination – Human Rights Commission.

11.11 OSHA AND WISHA REQUIREMENTS

Vendor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Vendor further agrees to indemnify and hold harmless OSP and Customer from all damages assessed against Customer as a result of Vendor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

11.12 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Customer. Therefore, the Vendor hereby assigns to the State of Washington any and all of the Vendor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

11.13 WAIVER

Failure or delay of the OSP or Customer to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the OSP's or Customer's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the OSP or Customer to insist upon the strict performance of the entire agreement by the Vendor. In the event of any claim for breach of Contract against the Vendor, no

provision of this Contract shall be construed, expressly or by implication, as a waiver by the OSP or Customer of any existing or future right and/or remedy available by law.

DISPUTES AND REMEDIES

12.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the OSP or the Customer and Vendor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein provided that none of the contract termination clauses embodied in section 12 has been initiated by the state.

The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. OSP and/or Customer and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

OSP, the Customer and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Customer for materials, supplies, services and/or equipment being provided by Vendor, Vendor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Customer pays Vendor the amount Customer, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

12.2 ADMINISTRATIVE SUSPENSION

When it in the best interest of the state, the OSP may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Vendor's Representative. Vendor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Vendor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Vendor's Representative with written notice of such demand.

12.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The OSP reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Vendor shall have no recourse against the State.

12.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

12.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

12.6 LIQUIDATED DAMAGES

THIS SECTION INTENTIONALLY LEFT BLANK.

12.7 LIMITATION OF LIABILITY

The parties agree that neither Vendor, OSP nor Customer shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Vendor, the OSP nor Customer shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Vendor, the OSP or Customer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the OSP or the Customer acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Vendor, the OSP or the Customer, or their respective Subvendors.

If delays are caused by a Subvendor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

12.8 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the vendor may be required to provide additional information (free of charge) at the request of the OSP or customer: Further, the vendor may be subject to those federal requirements specific to the commodity.

12.9 FEDERAL RESTRICTIONS ON LOBBYING

Vendor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.10 FEDERAL DEBARMENT AND SUSPENSION

The vendor certifies, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

CONTRACT TERMINATION

13.1 MATERIAL BREACH

A Vendor may be Terminated for Cause by the OSP, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor’s proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor’s property and such appointment endangers the Vendor’s proper performance hereunder;
6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Contract.

13.2 OPPORTUNITY TO CURE:

In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the OSP may issue a written cure notice. The Vendor may have a period of time in which to cure. The OSP is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the OSP. Time allowed for cure shall not diminish or eliminate Vendor's liability for liquidated or other damages, or otherwise affects any other remedies available against Vendor under the Contract or by law.

If the breach remains after Vendor has been provided the opportunity to cure, the OSP may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;

3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Vendor from receiving future Solicitations or other opportunities;
6. Require Vendor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

13.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Vendor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Vendor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the OSP shall have the right to procure for all Customers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its Subvendor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the OSP and/or the Customer provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

The Customer is responsible for terminating their own work orders. However, the Customer may ask for OSP assistance at any time.

13.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the OSP, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Vendor. If this Contract is so terminated, Customers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Customer prior to the effective date of Contract termination. Neither the OSP nor the Customer shall have any other obligation whatsoever to the Vendor for such termination. This Termination for Convenience clause may be invoked by the OSP when it is in the best interest of the State of Washington.

13.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the OSP and/or Customer's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the OSP may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Vendor.

13.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Customer(s) to continue this Contract in any future period, OSP may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. Customer will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. OSP and/or Customer agrees to notify vendor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Customer in the event this section shall be exercised. This section shall not be construed to permit OSP to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

13.7 TERMINATION FOR CONFLICT OF INTEREST

OSP may terminate this Contract by written notice to Vendor if it is determined, after due notice and examination, that any party to this Contract has violated [Chapter 42.52 RCW](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the OSP and /or Customer shall be entitled to pursue the same remedies against Vendor as it could pursue in the event that the Vendor breaches this Contract.

13.8 TERMINATION BY MUTUAL AGREEMENT

The OSP and the Vendor may terminate this Contract in whole or in part, at any time, by mutual agreement.

13.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the OSP terminates this Contract, Vendor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Vendor to deliver to the Customer any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Customer shall pay to the Vendor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Customer, and the amount agreed upon by the Vendor and the Customer for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Customer, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the OSP and the Customer shall determine the extent of the liability of the Customer. Failure to

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agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Customer may withhold from any amounts due the Vendor such sum as the Contract Administrator and Customer determine to be necessary to protect the Customer against potential loss or liability.

The rights and remedies of the OSP and/or the Customer provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Vendor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Customer, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Customer, all of the rights, title, and interest of the Vendor under the orders and subcontracts so terminated, in which case the Customer has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Customer to the extent Contract Administrator and/or the Customer may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Customer and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Customer any property which, if the contract had been completed, would have been required to be furnished to the Customer;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Customer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Vendor and in which the OSP and/or the Customer has or may acquire an interest.

STANDARD DEFINITIONS:

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Office of State Procurement. Additional definitions may also be found in [Chapter 43.19 RCW](#) and [WAC 236-48-003](#), and all terms contained herein will be read consistently with those definitions.

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Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Customer.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation</p> <p>A method of award resulting from a competitive Solicitation by which the OSP will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>

Alternate	A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the OSP, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Vendor to act on its behalf and with the authority to legally bind the Bidder or Vendor concerning the terms and conditions set forth in Solicitation, Bid and Contract documents.
Bid	A sealed written offer to perform a Contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Bid or Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the OSP. The primary contact for the OSP with Customers and Vendor on a specific Contract.
Vendor	Individual, company, corporation, firm, or combination thereof with whom the OSP develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subvendor retained by Vendor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.

Part II

Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Customer.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the OSP. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Vendor receives the order and the Customer receives the materials, supplies, equipment, or services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Office Of State Procurement	The OSP within the Washington Department of General Administration, Services Division authorized under Chapter 43.19 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Customer to the Vendor, which details the specific transactional elements required by the Customer within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Customer and the Vendor.
Procurement Coordinator	The individual authorized by the OSP who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Customer	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.

Part II

OSP	The Office of State Procurement or an Agency authorized by law to conduct acquisition of materials, supplies, services, and/or equipment or delegated that authority by the Office of State Procurement.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the OSP. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the OSP desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the OSP.

Part II

State Contract

The written document memorializing the agreement between the successful Bidder and the OSP for materials, supplies, services, and/or equipment and/or administered by the Office of State Procurement on behalf of the State of Washington.

“State Contract” does not include the following:

- Colleges and universities that choose to purchase under [RCW 28B.10.029](#)
- Purchases made in accordance with state purchasing policy under [Washington Purchasing Manual Part 6.11 Best Buy Program](#);
- Purchases made pursuant to authority granted or delegated under [RCW 43.19.190\(2\) or \(3\)](#)
- Purchases authorized as an emergency purchase under [RCW 43.19.200\(2\)](#); or
- Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.

Subvendor

A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Vendor and with the agreement of the OSP.

Vendor

A provider of materials, supplies, services, and/or equipment.

**Washington’s
Electronic Business
Solution (WEBS)**

The Vendor registration and Bidder notification system maintained by the Washington State Department of General Administration located at: www.ga.wa.gov/webs.

CONTRACT EXECUTION

15.1 PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Office of State Procurement, an agency of Washington State government ("OSP" or "State" located at 210 11th Ave. SW, Room 201, GA Building, P.O. Box 41017, Olympia, Washington 98504-1017, and Vendor, a corporation/sole proprietor or other business form, licensed to conduct business in the state of Washington ("Vendor"), located at [Vendor address] for the purpose of providing Emergency/Disaster Standby Services.

15.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the OSP and the Vendor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

15.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The OSP's Solicitation document 00707 with all attachments and exhibits, and all amendments thereto
2. Vendor's response to the Solicitation 00707 dated _____;

The terms and conditions contained on Customer's Order Documents, if used; and

All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Customer and used to affect the sale of the Product to the Customer.

Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington statutes and regulations
2. Mutually agreed written amendments to this Contract
3. This Contract, Number 00707

4. The OSP's Solicitation document with all attachments and exhibits, and all amendments thereto
5. Vendor's response to the Solicitation
6. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

15.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Vendor at:

Attn:

Vendor address:

To OSP at:

State of Washington
Office of State Procurement

Attn:

Protest and Policy Manager

Contract #: _____
210 11th Ave. SW, Room 201, GA Building
P.O. Box 41017

Olympia, WA 98504-1017

Phone:

Fax:

E-mail:

Phone: (360) 902-7400 (Reception Desk)

Fax: (360) 586-2426

E-mail: CSMail@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Vendor or OSP, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor and OSP further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

15.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the OSP or the Customer requests, a formal release of same shall be delivered to the respective requestor.

15.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

15.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes. And, for ease of operation and aesthetic purposes, the parties by mutual agreement, may draft a new clean contract version that is consistent with substance, spirit and intent of the current agreement, that will serve as a new original copy but that incorporates by reference all earlier documents.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

<p style="text-align: center;">State Procurement Use Only</p> <p style="text-align: center;">Emergency Standby Services</p> <p style="text-align: center;">This is a <input type="checkbox"/> Partial Award (some line items) / <input type="checkbox"/> Total Award (all line items).</p> <p style="text-align: center;">This is a <input type="checkbox"/> Single Vendor Award / <input type="checkbox"/> Multiple Award (one of many).</p> <p style="text-align: center;">This Contract is effective this _____ day of _____, _____.</p>
--

Approved
State of Washington
Office of State Procurement
210 11th Ave. SW, Room 201, GA Building
P.O. Box 41017
Olympia, WA 98504-1017

Approved
[Vendor]

Signature

Michael Maverick

Print or Type Name Date

Consultant

Title

Signature

Print or Type Name Date

Title

APPENDIX A: SIGNATURE PAGES

These submittals are scored as Pass/Fail and should be placed in Tab A of the binder. See Part I, section 8.1 for expanded details.

Placeholder: Appendix A is merely a placeholder to remind the Bidder of the submittal requirement.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Minimum Requirement: Unsigned Bids and Proposals will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid or Proposal (including any amendments posted after release of the original solicitation), such as a signed cover letter.

Preference: The state prefers the Bidder meet the above requirement by:

- Providing a complete copy of the solicitation/contract that includes:
 - "Bidder's Authorized Offer – Certification and Assurances" on or about page 2, signed and dated in ink. And,
 - "Counterparts" located in Part II, section 15.7, signed and dated in ink.
- Providing a complete copy of any solicitation/contract amendment signed and dated in ink by the Bidder.

APPENDIX B: BIDDER PROFILE

These submittals are not scored and should be placed in **Tab B** of the binder. **See Part I, section 8.2 for expanded details.** Not scored for evaluation purposes but is required to be completed before any award.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Requirement: In your bid response package, Bidder should return the Bidder Profile submittal that appears immediately below.

1. COMPANY INFORMATION

Vendor Information: Provide the below information, which will be used for contract administration: For example: the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom the OSP may execute any Contract arising from this IFB, including the names and titles of Bidder’s principal officers.

1. Federal Tax Identification number:

(Do not include if also a social security number)

2. WA State Department of Revenue Registration Tax number

3. Company Internet URL Address (if available):

4. Company Mailing
Addresses: Should be the
same as Part II, Section 15.7.

5. Orders to be sent to:

6. Billing will be from

7. Payment to be sent to

2. PURCHASING COOPERATIVE MEMBERS:
THIS SECTION INTENTIONALLY LEFT BLANK.

3. RECIPROCITY

Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes ☐ No ☐

4. REFERENCES

THIS SECTION INTENTIONALLY NOT USED.

5. SUBVENDORS:

Identify any known subvendors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subvendor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. testing, sampling, pick-up, etc):

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6. SALES & ORDERING INFORMATION

Bidder should complete the following information and return with bid response.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	_____	Name:	_____
Telephone:	_____	Telephone:	_____
Toll Free No.	_____	Toll Free No.	_____
Mobile Phone	_____	Mobile Phone	_____
Territory	_____	Territory	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

7. Prompt Payment Term:

Prompt payment will not be a factor in the evaluation portion and will not be an advantage to the bidder. However, prompt payment options are always welcome and encourage.

Bidder offers the following prompt payment terms:

_____, if paid within 30 days.

_____, if paid within _____ days.

8. Purchasing (Credit) Cards accepted: Yes ☐ No ☐

(Washington State Purchasing card is VISA) If yes, please list cards accepted:

☐ Visa ☐ Master Card ☐ American Express ☐ Discover ☐ Other _____

9. Volume Discount: THIS SECTION INTENTIONALLY LEFT BLANK.

10. Standard Lead Time after receipt of order (ARO) is NA calendar days. THIS SECTION IS SUPERSEDED BY THE SOLICITATION/CONTRACT DELIVERY TERM.

11. Pricing Components: THIS SECTION INTENTIONALLY LEFT BLANK.

APPENDIX C: MERCURY REDUCTION

These submittals are scored as up to 5 evaluation points maximum / No minimum points are necessary to pass (move forward). The submittal should be placed in **Tab C** of the binder. **See Part I, section 8.3 for expanded details.**

Placeholder: Appendix C is merely a placeholder to remind the Bidder of the submittal requirement.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Excerpt: In accordance with [Chapter 70.95M](#), the State of Washington gives priority and preference to the purchase of equipment, supplies, and other products that contain no mercury compounds or components, unless: (a) There is no economically feasible non mercury-added alternative that performs a similar function; or (b) the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. In circumstances where a product without mercury is not available, preference must be given to the purchase of products that contain the least amount of mercury added to the product necessary for the required performance. *Priority and preference, in this case, will be in the form of evaluation points that may lead to an award.*

Bidders shall offer mercury-free products when available. Should mercury-free products not exist, bidders shall offer products with the lowest mercury content available. Bidders shall disclose products that contain added mercury and attach an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the offered product.

BIDDER INSTRUCTIONS: Review all of Part I, Section 8.3, especially the “requirements” and “considerations.”

Requirement: The Bidder should provide any existing technical data and a written statement pertaining to mercury or a mercury compound added to the product. If the product(s) does not contain mercury or a mercury compound, submit a written statement to that effect attached to bid. The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state’s primary focus/considerations below.

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Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. The Bidder's statement detailing what products, if any, contain mercury. The technical data submitted, if necessary.
2. The importance of the items that contain mercury (is the product expected to be a high use item).
3. The quantity of mercury in the item.
4. The numbers of the products that contain mercury.
5. Is there a reasonable non-mercury or lower mercury alternative?
6. The risk of contamination if broken.

APPENDIX D: STATEMENT OF UNDERSTANDING

These submittals are scored as **Pass/Fail** and should be placed in **Tab D** of the binder. **See Part I, section 8.4 for expanded details.** Requirement: In your bid response package, Bidder should return the Statement of Understanding submittal that appears immediately below.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Excerpt: Research in advance of this solicitation revealed some misunderstanding of Washington procurement solicitations/contracts. Government procurement offices operate at many levels of government, i.e., federal, state, or local. Government procurement offices operate under differing rules. This solicitation becomes the contract upon acceptance by the state (state's signature). Once a contract is formed, it is not intended to be a precursor or a format/framework for the formation of the "real" contract when and if an emergency/disaster occurs in Washington State. This is the contract; the awarded Bidder(s) is required to provide the products/consumables, equipment, and personnel/services accepted by the state, for a price (the Bidder's solicitation response only represents a maximum price), within the stated delivery time, and in conformity with the other contract terms. This contract is established for the benefit of people within our state should the state believe their resources become (or are becoming) overwhelmed or exhausted. Since the contract is already established, the State of Washington expects the awarded Bidder(s) to respond in our time of need with little or no further required negotiation of the consumables, equipment, personnel/services, delivery times, and etc. already identified and provided for within this contract.

I, _____, representing,

_____ (Bidder's Company Name), have read and understand the solicitation. I understand this contract is to provide emergency / disaster response services in Washington's time of need. I understand that the Office of State Procurement's (OSP) solicitation is a combined solicitation and contract and that once accepted, in part or whole, as a single award or part of a multiple award, by OSP, it forms the entire agreement between OSP and my company. I understand there is no secondary Best and Final Offer process or other similar negotiation process other than RCW 43.19.1911 (6). I understand that the consumables, equipment, human resources, equipment, and other promises that I offer in my solicitation response must be provided when requested by the state and in conformity with the contract terms and conditions and for no greater than the prices that I state in my response offer. I understand that this contract is for the benefit of the people within Washington and that no other "post award" negotiation is required even if allowed.

I declare that the foregoing declaration, consisting of one page and any attached document, is true and correct.

Signature

Date / Place (City and State)

APPENDIX E: COMPANY EXPERIENCE

These submittals are scored as up to 15 evaluation points are possible / 5 Points minimum is necessary to pass (move forward). The submittal should be placed in Tab E of the binder. See Part I, section 8.5 for expanded details.

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab E of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Seven (7) page limit (only the first seven pages will be evaluated). Placeholder reminders are not counted as part of the page limit.

Requirement: Describe your company's experience working with emergency / disaster response. The Bidder should describe the work as separate job events. When describing the individual work event, include:

- The customer (with verified contact information)
- Date of the work
- Location of the work
- The magnitude (description of the scope) and dollar value of the work
- What was the emergency/disaster event that required your company's involvement, the response time it took your company to mobilize and get the necessary products/consumables, human resources, and equipment to the location and begin the work.
- Was this customer a government entity or private entity
- Whether the work was FEMA grant reimbursable and if the maximum FEMA reimbursement rate was reimbursed by FEMA to the customer
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. How recently the work(s) was performed (recent is preferred over distant).
2. The magnitude of the work(s) that includes the total dollar value (larger is better than small).

3. The overall number of work(s) assignments in response to disasters and emergencies (greater is better than lesser).
4. Whether the work(s) was performed for a government entity versus a private entity (government preferred over private).
5. Whether the work(s) was performed inside or outside the United States (U.S. experience preferred).
6. Whether the work(s) was performed in response to a declared emergency (declared emergencies preferred).
7. The response time it took your company to mobilize and get the necessary product/consumables, human resources, and equipment to the location and begin the work(s) after the customer's authorized order was issued to your company (fast response time preferred).
8. Whether the work(s) was FEMA reimbursable and if the maximum FEMA reimbursement rate was reimbursed by FEMA to the customer (maximum FEMA reimbursement is preferred).

APPENDIX F: REFERENCES

Bidder Reminder: These submittals are scored as up to **15 evaluation points/ 5 point minimum** is necessary to pass (move forward). The submittal should be placed in **Tab F** of the binder. **See Part I, section 8.6 for expanded details.**

FORM OF SUBMITTAL:

Hardcopy: The State requires a printable hardcopy of the completed reference.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files. If the reference elects to send to OSP, OSP will scan as a PDF and attach to the Bidder's response package.

To Whom It May Concern:

The State of Washington has posted a solicitation for emergency standby services. The Bidder is required to provide SEVEN (7) references as part of their bid response. Your help in completing the reference information sheet below is greatly appreciated. Please return the completed reference to the Bidder which will become part of Bidder's bid response to the State of Washington.

IF YOU ARE NOT COMFORTABLE RETURNING THE COMPLETED REFERENCE TO THE BIDDER, PLEASE MAIL THE DOCUMENT TO:

Office of State Procurement
210 11th Ave. SW, Room 201
P.O. Box 41017
Olympia, WA 98504-1017
Attn: Michael Maverick

On the outside of the sealed envelope,
please include the following:
IFB # 00707

This reference will be scored and the state's primary focus is described immediately below:

1. Did the reference use and complete the reference form contained within this solicitation?
2. Did the Bidder provide the required number of references?
3. The detail and substance offered by the reference.
4. Does the reference seem to provide a favorable or unfavorable reference?
5. How recently the work(s) was performed (recent preferred over distant).
6. The magnitude of the work(s) that includes the total dollar value (larger is better than small).
7. Whether the work(s) was performed for a government entity versus a private entity (government preferred over private).
8. Whether the work(s) was performed inside or outside the United States (U.S. experience preferred).
9. Whether the work(s) was performed as part of or in response to a declared emergency (declared emergencies preferred).
10. Whether the work(s) was FEMA reimbursable (FEMA reimbursable preferred).

//

Reference Information:

Company or Agency Name: _____

Reference Name: _____

Address 01: _____

Address 02: _____

City: _____

State / Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY

QUESTION 01: Please describe the work performed by the Bidder to include the magnitude (scope) and approximate dollar value (detail is appreciated).

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QUESTION 02: When and where was the work described in question 01 performed?

QUESTION 03: Are you a private company or government entity? And, was the work described in question 01 performed for a private company or government entity.

QUESTION 04: Was the work performed in question 01 performed in response to a declared emergency? What was the nature of the declared emergency?

QUESTION 05: Was this work FEMA reimbursable and did you receive full reimbursement? If not, why not?

QUESTION 06: Please provide your candid opinion of this Bidder.

- 1. Did this Bidder perform good work?
Yes: _____.
No: _____.
Other: _____
- 2. Was the Bidder timely?
Yes: _____.
No: _____.
Other: _____
- 3. Was the Bidder efficient?
Yes: _____.
No: _____.
Other: _____
- 4. Did the Bidder provide good customer service before, during, after the event?
Yes: _____.
No: _____.
Other: _____
- 5. Were the Bidder's prices competitive?
Yes: _____.
No: _____.
Other: _____
- 6. The Bidder's products and equipment were:
Very Good: _____.
Good: _____.
Acceptable: _____.
Marginal: _____.
Unacceptable: _____.
Other: _____
- 7. Would you have any objections to hiring this Bidder again on any emergency / disaster response?
Yes: _____.
No: _____.
Other: _____
- 8. May the Office of State Procurement contact you for follow-on reference discussion?
Yes: _____.
No: _____.

I declare that the foregoing reference declaration and any attached document, is true and correct.

<hr/>	
Signature	Print Name
<hr/>	
Date	/ Telephone Number

APPENDIX G: ORGANIZATIONAL CHART

These submittals are scored as up to **5 evaluation points/ 0 point minimum** is necessary to pass (move forward). This submittal should be placed in **Tab G** of the binder. **See Part I, section 8.7 for expanded details.**

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab G of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Requirement: Provide an organizational chart identifying people, job titles and job duties. The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. Does the organizational chart appear detailed?
2. Does the chart appear to be of recent origin/revision (up-to-date)?
3. Does the organizational chart list the key people who are offered by the Bidder for the Washington contract?

APPENDIX H: KEY PERSONNEL

These submittals are scored as up to **15 evaluation points/ 5 point minimum** is necessary to pass (move forward). This submittal should be placed in **Tab H** of the binder. **See Part I, section 8.8 for expanded details.**

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab H of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Seven (7) page limit (only the first seven pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Requirement:

- Identify by name and contact information the people utilized in the preparation of the solicitation response and if they are employees of the bidder's company.
- Provide a biographical sketch that includes – education, training, disaster work experience, time frames, etc. – for the key individuals who will perform management duties, supervisory duties, highly specialized technical duties, and any individuals likely to be deployed to Washington and directly managing operations within our state.
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the state is not limited in what it can consider, the state's primary focus is detailed below.

1. Experience working with disasters/emergencies.
2. Education and training including any National Incident Management System (NIMS) training.
3. The magnitude of the work with disasters / emergencies.
4. How recent the involvement with disasters /emergencies.
5. How minor or major the role of the key personnel in the emergency/disaster activity.

APPENDIX I: INSURANCE

These submittals are scored as up to 5 evaluation points are possible / no minimum points are necessary to pass (move forward). This submittal should be placed in Tab I of the binder. See Part I, section 8.9 for expanded details.

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab I of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Statement: A copy of the contract insurance clause has been inserted into Appendix I as an embedded file for convenience purposes immediately below.

EMBEDDED FILE:	 Insurance Clause	OPEN DOCUMENT AND PRINT OUT
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Recommendation: The insurance provision contains many requirements. Please don't simply turn this requirement over to the insurance broker. If your company or the broker wishes to submit a bidder inquiry, they may do so. The Bidder is responsible for the accuracy of the submittal and actions of the insurance broker (if used). Please review the broker's input and work. If your company turns this task over to the broker and they fail to meet the objective, it may negatively impact your bid.

Requirement:

- Submit evidence that the company has a current insurance policy that meets or exceeds the insurance requirements specified herein.
- If your insurance coverage exceeds the state's minimum requirement, provide a short summary that identifies and directs our attention to that fact.
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

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Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Does the documentation provided by the Bidder demonstrate that their coverage meets or exceeds the contract insurance requirements?
2. The evaluation committee may have little or no insurance expertise. It is important that the documentation be understandable by lay people. The Bidder is permitted to attach a brief document that helps the evaluation committee understand the coverage documentation the Bidder has submitted and how it meets (or does not meet) the insurance requirement.
3. Does the Bidder have other insurance or greater insurance coverage than required by the state? Bidder is permitted to attach a brief document that helps the evaluation committee understand the superior insurance coverage.

APPENDIX J: ALLIANCES & NORTHWEST REGIONAL U. S. ALLIANCE PLAN

These submittals are scored as up to 10 evaluation points are possible / 5 points minimum is necessary to pass (move forward). The submittal should be placed in **Tab J** of the binder. **See Part I, section 8.10 for expanded details.**

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab J of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Five (5) page limit (only the first five pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Statement:

Northwest Regional United States Defined: The **Northwestern United States** comprises the northwestern states, and consistently include the states of Oregon, Washington, Idaho, Montana, Wyoming. This will also include northern California which is defined for purposes of this solicitation as: no greater than fifty (50) miles south of U.S. Interstate 80 within the geographic boundary of the State of California. As an example: Kings Beach, California meets the definition and Reno, Nevada does not.

This contract can be used for emergencies and disasters when the state believes state resources are (or are becoming) exhausted or overwhelmed. The State of Washington recognizes that northwest regional assets and northwest regional alliances are critical to the quick and efficient response by the awarded Bidder(s). The state believes that alliances with subvendors, both inside and outside the northwest region, will be necessary to insure that products/consumables, equipment, and human assets are available to meet the contract terms. The state believes the majority of any northwest U. S. subvendor alliances will be created after award.

The Bidder will determine the level of detail that

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Requirement: For each requirement below, please explain separately for northwest alliance and other alliances not within the northwest as defined above.

- Identify your plan for establishing subvendor alliances in satisfaction of this contract, especially within the northwestern region United States (northwest) subvendor alliances.
- Identify the number of alliances reasonably necessary to ensure quick, efficient, and complete response.
- Explain the number of human assets (bodies) that you can expect to secure through subvendor alliances.
- Explain the general number and types of equipment/services that can be achieved and provided by using subvendors.
- Explain in detail how long after award it will reasonably take to your company to achieve your alliance plan.
- Explain how the state will know when the alliance plan is achieved and how the state can measure and verify success.
- The Bidder will control the level of detail that they feel comfortable submitting in satisfaction of this particular requirement. However, the Bidder should acknowledge in this solicitation response that the plan offered is a contract commitment and contract requirement should the Bidder be awarded the contract, that failure to timely and substantively complete the plan offered by the Bidder is a material contract breach that could subject the vendor to any action allowed by the contract or law. If not acknowledged in the solicitation response, the Bidder must timely acknowledge the contract commitment before any award will be made to your company (if at all).
- The Bidder should also review the considerations below and make sure the submittal is in alignment with, and that it addresses, the state's primary focus/considerations below.

Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Bidder's acknowledgement that the Bidder understands that the alliance plan and northwest alliance plan offered is a contract commitment and contract requirement upon award.
2. Detail of the plan. Plans that are detailed are preferred over plans that are general.
3. Magnitude of the plan (how many alliances, the number of human assets, the number and types of equipment). Plans that are robust are preferred over plans that are weak.
4. Time it will take the awarded Bidder to implement after award. Short implementation timeframes are preferred.
5. How the state can measure success of the Bidder's alliance and northwest alliance plan. Measures that appear reliable and instill confidence are preferred.

APPENDIX K: QUALITY ASSURANCE

These submittals are scored as up to **10 evaluation points/ 5 point minimum** is necessary to pass (move forward). The submittal should be placed in **Tab K** of the binder. **See Part I, section 8.11 for expanded details.**

This page is merely a placeholder/reminder for specific documents that must be returned with your bid response. The Bidder may include this page along with the required documents in Tab K of the bid response.

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Five (5) page limit (only the first five pages will be evaluated). Placeholder/reminders are not counted as part of any page limit.

Requirement: The Bidder should provide a detailed description of the quality control and safety measures that will be undertaken in the performance of this contract, e.g., accidental spills, safe and serviceable products/consumables, equipment, avoiding supplying products with short or diminished shelf life, etc.

Considerations: While the State is not limited in what it can consider, the State's primary focus is detailed below.

1. Detail of the Bidder's quality control and safety program (detail is preferred).
2. How robust is the Bidder's quality control and safety program (a robust program is preferred).

APPENDIX L: TECHNICAL SPECIFICATIONS/STATEMENT OF WORK

These submittals are scored as **Pass/Fail** and should be placed in **Tab L** of the binder. The submittal should be placed in **Tab L** of the binder. **See Part I, section 8.12 for expanded details.**

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please scan the hardcopy in PDF format and/or use MS Word format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Print out and use the Specification/Statement of Work form submittal provided by the state. This is an important 85 page document and is provided to you as an embedded Microsoft Word document file immediately below.

EMBED FILE HERE:



OPEN DOCUMENT AND PRINT OUT. ALSO, SAVE A COMPLETED COPY AS AN ELECTRONIC MS WORD FILE AND RETURN ON THE COMPACT DISK

Statement:

The State of Washington recognizes the Specification / Statement of Work (“specification”) attachment is extremely lengthy.

The attachment contains the following language:

The Specification matrix below is designed to explain the requirement for the General, Base Camp, Debris Management, and Emergency Response Categories and allow the Bidder to “check if as specified” if the Bidder can (and will) fully meet the specification of that particular category without modification. Bidders **MUST BID THE General Category** (and accept all line items) and **MUST BID** one or more of the remaining categories (accept all line items within the category).

IF NOT AS SPECIFIED, do not place a check mark in the “check if as specified” box. On a separate attachment, fully describe why your company can not meet the requirement of that line item. Do not forget to identify the specification line number so the state can match your explanation to the correct specification line. Attach the explanation to the technical specification.

Caution: Material deviations from the state’s requirements may lead to your bid being rejected. Every time your company is unable or unwilling to mark the “check if as specified” box, the risk that your bid will be rejected for lack of responsiveness or responsibility increases.

The specification attachment allows the Bidder to check mark “√” each line specification. The check mark is the Bidder’s acknowledgement that the Bidder can and will comply with the specification if awarded the bid (this is preferred by the state). If the Bidder can not meet the state’s requirement, the Bidder should offer an alternative for our consideration. However, as stated earlier, the state has the sole discretion to determine if the alternative is suitable and if it is a material deviation.

FAIL SAFE: The state does not want to disqualify a Bidder simply because the Bidder mistakenly failed to check mark a box. Near the beginning of the specification attachment is a fail safe line that can temporarily act as substitute for a missed box. However, the Bidder will be required to mark (acknowledge) each box or to secure the state’s acceptance of the alternative before the Bidder can receive an award.

Requirement: Complete and return the technical specification attachment in conformity with the rules

APPENDIX M: Not Used. Intentionally Left Blank



APPENDIX N: BASE CAMP SCENARIO

These submittals are scored as up to **25 Evaluation Points / 0 Point minimum** is necessary to pass (move forward). The submittal should be placed in **Tab N** of the binder. **See Part I, section 8.14 for expanded details.**

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy of the completed Base Camp Scenario Price Sheet.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please complete the price sheet using MS Excel format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

EMBEDDED FILES HERE:	 Base Camp Scenario	 Base Camp scenario Price Sheet
	OPEN DOCUMENTS AND PRINT OUT. ALSO, SAVE A COMPLETED PRICE SHEET COPY AS AN ELECTRONIC MS EXCEL FILE AND RETURN ON THE COMPACT DISK	

This solicitation includes a Base Camp Scenario. The solicitation requires the Bidder to review the Base Camp Scenario and complete a corresponding pricing sheet. The scenario and corresponding pricing sheet serves three purposes. First, the corresponding pricing sheet will result in a price that can be compared to other Base Camp Category bid responses and will serve as part of the award basis for the award to one or more Bidders in this category. Second, the scenario serves as a bases of comparison to the Bidder' own Comprehensive Price Sheet (Tab P) for the Base Camp section. After adjusting for the different time frames and other variables, the data can help the state determine if the Bidder's Comprehensive Price List prices are responsible (fair under the circumstances). Third, after award the state may need Base Camp services. If so, the actual services purchased can be compared against the scenario. After adjusting for variables, it will help the state determine if the costs are fair and reasonable.

Requirement: The Bidder is required to read the Base Camp scenario, the corresponding sections of the technical specification/scope of work, and complete and return the entire Base Camp Scenario - Price Sheet.

APPENDIX O: DEBRIS SCENARIO

These submittals are scored as up to **25 Evaluation Points / 0 Point minimum** is necessary to pass (move forward). The submittal should be placed in **Tab O** of the binder. **See Part I, section 8.15 for expanded details.**

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy of the completed Debris Recovery Price Sheet.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please complete the price sheet using MS Excel format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

EMBEDDED FILE HERE:



OPEN DOCUMENT AND PRINT OUT. ALSO, SAVE A COMPLETED PRICE SHEET COPY AS AN ELECTRONIC MS EXCEL FILE AND RETURN ON THE COMPACT DISK

This solicitation includes a Debris Management Scenario. The solicitation requires the Bidder to review the Debris Management Scenario and complete a corresponding pricing sheet. The scenario and corresponding pricing sheet serves three purposes. First, the corresponding pricing sheet will result in a price that can be compared to other Debris Management Category bid responses and will serve as part of the award basis for the award to one or more Bidders in this category. Second, the scenario serves as a bases of comparison to the Bidder' own Comprehensive Price Sheet (Tab P) for the Debris Management section. After adjusting for the different time frames and other variables, the data can help the state determine if the Bidder's Comprehensive Price List prices are responsible (fair under the circumstances). Third, after award the state may need Debris Management services. If so, the actual services purchased can be compared against the scenario. After adjusting for variables, it will help the state determine if the costs are fair and reasonable.

Requirement: The Bidder is required to read, complete, and return the entire Debris Management Scenario and Price Sheet.

APPENDIX P: COMPREHENSIVE PRICE SHEET


These submittals are evaluated for responsibility. The submittal should be placed in **Tab P** of the binder. **See Part I, section 8.16 for expanded details.**

FORM OF SUBMITTAL:

Hardcopy: The State requires a hardcopy of the completed Comprehensive Price Sheet.

Electronic Copy: The State needs an electronic copy for the evaluation committee. Please complete the price sheet using MS Excel format and place the electronic file onto a compact disk. Please include the compact disk with your bid response package. The CD may contain other electronic files.

Form: Use the Comprehensive Price Sheet submittal provided by the state as an embedded file immediately below.

EMBED FILE HERE:	 Comprehensive Price Sheet OPEN DOCUMENT, COMPLETE AND PRINT OUT. ALSO, SAVE A COMPLETED PRICE SHEET COPY AS AN ELECTRONIC MS EXCEL FILE AND RETURN ON THE COMPACT DISK.
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The comprehensive pricing sheet is the primary document that will be referenced by contract customers for the purpose of ordering products/consumables, equipment, and/or services within the particular category. See also the ordering hierarchy below.

The comprehensive pricing sheet represents a maximum price that the awarded Bidder(s) may charge for that item (not including approved price adjustments).

Requirement:

Use the Comprehensive Price List form submittal provided by the state. This submittal is also identified in the solicitation as **Appendix P**.

The comprehensive price sheet requires the bidder to complete all “required” line items for the given category. A line item is required if the line reflects “yes” in the required column. **If a required item is left blank the Bidder agrees the costs for that item is \$0.00 (complete all lines). If the Bidder strikes out a required line item they may fail (be deemed non-responsive) for failure to supply all required line items.**

Line items that are not required are optional. The Bidder may offer these items as part of their bid response by entering a price for the line item. Optional items will be considered in the same way as required items.

Responsibility Analysis:

The fundamental purpose of this part of the evaluation is a responsibility analysis to verify line item pricing is fair and reasonable under the circumstances.

The state will review the Bidder's line item prices within a given category.

To determine if a pricing line item is reasonable, the state may consider any information. However, the state will primarily focus on the following:

1. Comparison against the line price of the other Bidder's within the category.
2. If no Bidder comparison is available or if in the judgment of the evaluation committee a line price seems high and/or is not in alignment with other bid prices, the evaluation coordinator may seek clarification from the Bidder. It is the responsibility of the Bidder to justify pricing is reasonable. The state may request any information it believes may be helpful, including but not limited to: price lists used by the Bidder to charge other customers on other contracts and a copy of their standard price list. If requested, the Bidder shall have five business days to provide the data or may face disqualification. The state reserves the right to extend the response period.
3. If in the opinion of the evaluation committee (sole discretion) the line item price is not justified, the line item need not be accepted.